



Cedar City

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www.cedarcity.org

Mayor
Maile L. Wilson

Council Members
Ronald R. Adams
Paul Cozzens
Terri W. Hartley
Craig E. Isom
Fred C Rowley

City Manager
Rick Holman

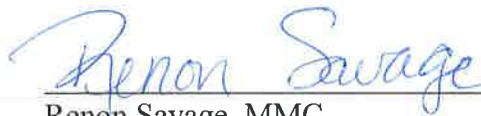
CITY COUNCIL WORK MEETING **FEBRUARY 3, 2016** **5:30 P.M.**

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

- I. Call to Order
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
- IV. Public Agenda
Public Comments
- V. Business Agenda
Public
 1. Consider designating the Cedar City Arts Council as a Cedar City Local Arts Agency – Debra Drake
 2. Revisit the recent ordinance change for parking on 200 West between Center and 200 North. Dustin Prestwich
 3. Consider an E-cigarette Ordinance, Iron County Prevention Coalition and Heidi Baxley
 4. Public Hearing to consider changing the zone from R-2-2 to R-3-M on approximately .92 acres of land located in the vicinity of 63 North Aime Ave. Go Civil Engineering and Paul Bittmenn
 5. Consider a resolution amending Cedar City's General Land Use Plan from Natural Open Space to Central Commercial on approximately 1.18 acres of land located in the vicinity of West View Drive and Center Street. Go Civil Engineering and Paul Bittmenn
 6. Public Hearing to consider an ordinance amending Cedar City's zoning designation on approximately 1.18 acres of land in the vicinity of West View Drive and Center Street from Residential -1 (R-1) to Central Commercial (CC). Go Civil Engineering and Paul Bittmenn
 7. Public Hearing to consider an ordinance amending the zoning designation from Highway Services (HS) and Residential-3-M (R-3-M) to Multiple Use (MU) on approximately 9.28 acres of land located in the vicinity of Old Hwy 91 and Shurtz Canyon Drive. Insite Engineering and Paul Bittmenn

8. Consider a resolution amending the City's General Land Use Plan from low density residential to medium density residential on approximately 21.77 acres of land located in the vicinity of Cross Hollow Road and 100 North. Go Civil Engineering and Paul Bittmenn
9. Public Hearing to consider an ordinance amending the zoning designation on property located in the vicinity of Cross Hollow Road and 100 North from Residential-1 (R-1) to Residential-2 (Dwelling, Single Unit)(R-2-1) on approximately 12.67 acres; and from Residential-1 (R-1) to Residential-2 (Dwelling, Two Unit) R-2-2 on approximately 9.1 acres. Go Civil Engineering and Paul Bittmenn
10. Public Hearing to consider a parcel modification to lot 1, Block 23, located at 180 South 200 East. Platt & Platt Engineering and Paul Bittmenn
11. Consider a resolution amending the Cedar City General Land Use Plan from medium density to mixed use development on approximately 3.68 acres of land located in the vicinity of 400 North between 300 West and 400 West. Watson Engineering and Paul Bittmenn
12. Public Hearing to consider an ordinance amending Cedar City's zoning designation on approximately 3.68 acres of land located in the vicinity of 400 North between 300 West and 400 West from General Commercial (GC) to Mixed Use (MU). Watson Engineering and Paul Bittmenn
Staff
13. Consider declaring items as surplus property. Steve Carter
14. Consider contract with Utah Cycling Partnership for Tour of Utah. Bryan Dangerfield
15. Closed Meeting, property negotiations

Dated this 1st day of February, 2016.



Renon Savage, MMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 1st day of February, 2016.



Renon Savage, MMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

CEDAR CITY COUNCIL
AGENDA ITEMS -
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: February 1, 2016

SUBJECT: Consider designating the Cedar City Arts Council a Local Arts Agency.

DISCUSSION: The Cedar City Arts Council has requested that Cedar City designate it as a local arts agency. This designation will assist the Cedar City Arts Council with obtaining grant funding from the State of Utah Division of Arts and Museums. Attached is a copy of the designation agreement showing the Cedar City Arts Council as a local arts agency.

In 2013 the City designated the Cedar City Arts Council a local arts agency. According to the attached application the designation agreement expires every 2 years.

Please consider designating the Cedar City Arts Council as a local arts agency.

Overview

The Utah Division of Arts & Museums offers operational support funding to designated Local Arts Agencies to ensure the cultural, civic, educational, and economic benefits of the arts are accessible to communities throughout the state. The title "agency" may refer to a council, board, committee, or other organization.

Local Arts Agency Definition

A Local Arts Agency (LAA) is the primary organization in a defined geographical area that supports and advances the arts for its community by engaging residents, identifying and addressing community needs, reflecting community demographics, contributing to the quality of life, building community identity, and supporting artists and arts organizations. A Local Arts Agency is differentiated from other community arts organizations by its responsibility for fostering the arts throughout the community and by offering various types of arts services and/or activities that are often multidisciplinary in nature. A Local Arts Agency can be an agency of local government, a nonprofit organization, or a hybrid of the two.

Qualifications

To be recognized as an official Local Arts Agency, the organization must be designated by the city/county government for the defined community they serve. The organization, whether a 501(c)(3) or under the umbrella of the governing body for the community, must also offer their community ***at least four*** of the following services: (please check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Provide access to diverse art forms that facilitate public participation | <input type="checkbox"/> Manage a public art program |
| <input type="checkbox"/> Offer programs and services that include and support the cultural diversity and traditional arts of the community | <input checked="" type="checkbox"/> Produce or present arts programs such as festivals, public art projects, community theatre, concerts, workshops, etc. |
| <input type="checkbox"/> Engage in community development through the arts | <input checked="" type="checkbox"/> Grant or provide financial support to cultural organizations or artists in the community |
| <input type="checkbox"/> Conduct cultural and community assessment and planning that encourages input from community members | <input type="checkbox"/> Economic development efforts that support the creative economy through arts industries |
| <input type="checkbox"/> Stewardship of a community's art collection(s) | <input type="checkbox"/> Manage one or more cultural facilities in the community |
| <input checked="" type="checkbox"/> Engage in programs that promote arts advocacy efforts at the local, state, or national level | <input type="checkbox"/> Contribute to creative placemaking activities |
| <input type="checkbox"/> Provide and/or support arts education (K-12, adult education, creative aging, etc.) | <input type="checkbox"/> Undertake public relations or marketing services for LAA arts programs and for other arts and cultural activities in the community |



Local Arts Agency Designation Agreement

Agreement

Local Arts Agency Name: Cedar City Arts Council
Street Address: _____
City: Cedar City State: UT Zip: _____
Email: _____ Phone: _____
Website: CedarcityartsCouncil.org

I verify our organization meets the Utah Division of Arts & Museums qualifications to be considered the official Local Arts Agency for our community.

Debra S Pratt [Signature]
Local Arts Agency Representative Name Signature

I verify the organization listed above is the official Designated Local Arts Agency for the city/county of:

Cedar City / Iron County
City/County

City/County Representative Name Title

City/County Representative Signature Date

***This Designation Agreement expires two (2) years from the date it is signed.**

Return completed form to Hillary Amnah via email (hannah@utah.gov), mail (Utah Arts & Museums, 617 East South Temple, SLC, UT 84102) or fax (801-236-7556).

CEDAR CITY COUNCIL
AGENDA ITEMS - 4
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: February 1, 2015

SUBJECT: Public Hearing to consider an ordinance changing the City's zoning designation on approximately 0.92 acres of property from R-2-2 to R-3-M.

DISCUSSION:

This property is located in the vicinity of 63 North Amie Avenue. The owner would like to amend the zone of the ordinance from the existing R-2-2 designation to R-3-M. The R-2-2 zone would allow duplex or town-home development. The R-3-M designation would allow apartment development up to 24 units per acre. The City's general land use designation for this property is High Density Residential. The General Land Use Plan is a plan adopted by the City Council after multiple rounds of public input. The General Land Use Plan's purpose is to address the present and future needs of the City and to set out the growth and development for land within the City.

In addition to the General Land Use Plan the City has Zoning Ordinances. The zoning ordinances can be viewed as the tools the City uses to reach the goals of the General Plan. Where the General Land Use Plan does not set restrictions on how a land owner can develop his/her property, the zone ordinances do.

When considering a zone change request the City needs to take care not to act arbitrary, capricious, or illegal. It is the arbitrary, capricious, or illegal standard that a reviewing court will use to judge the City's actions if the decision on the zone change is challenged. Courts give the City a great deal of deference when it comes to zoning decisions. Cities on the other hand need to realize that zoning decisions are decisions that impact the property rights of the land owner by placing restrictions on the land owner's use of his/her property.

If the City sets long term goals through the General Land Use Plan and then uses the City's zoning controls in furtherance of that long range general plan the City is usually safe from Challenge in a court. If the City wants to deny the zone change request it may do so. Where as in this case the proposed zone change request is to re-zone the property in a manner that would further the general land use plan and the City wants to deny the request then please state the reasons for the denial on the record when the vote is taken. If there is a reasonable basis on the record from the City Council that will be very helpful for a reviewing court to see what the Council's reasons are.

One note on public input. The land use process requires a lot of public input. There are various land use decisions the Council cannot make without public hearings and public input. At times public input is considered to be the wise council of concerned citizens. At times public input turns into public clamor. Legally public input is a very good thing and can be used in conjunction with the legislative body's reasons to support a decision. Public clamor on the other hand is not helpful legally. In an appeal on a land use decision public clamor is not a basis for making a land use decision that will be helpful in defending that decision. In fact if a municipalities land use decision is based only on public clamor and is challenged it is sure to be overturned. As a practical matter it is sometimes difficult to tell the difference between public clamor and public input.

This particular zone change was considered by the City approximately 4 years ago. The Council adopted an ordinance approving the zone change. That ordinance was only to become effective upon the owners recording of a restrictive deed on the title to the property that would limit the size of development on the property to much less than R-3-M would allow. The property owners have not recorded such a deed restriction so the ordinance approved approximately 4 years ago has not become effective.

The planning commission has given this a negative recommendation, a copy of its minutes are attached. Also attached are a proposed ordinance and a map showing the property.

Please consider the requested zone change.

Fred said part of that could be things like the stadium and maintenance yard or other things that are not classrooms. Setting what the core of the campus is would be better defined in his opinion. Spencer said that the UVU has now expanded on both sides of the freeway. SUU has their strategic plan and in that plan they will have expansion. They plan to get enrolment up to 10,000 students. They get funding from the state and DFCM. The Leavitt's are looking to do some 140 bedrooms and the most current student housing has been shared. Going back to the 1.3 parking stalls is for more than 1 per room and with the .85 they would need 119 stalls. What they have had in the past is 3 bedroom units and historically they put in 6 occupants. That would leave extra 28 stalls for visitors. You go from .85 down to .75 which would be Thunderbird and with the current code would be extra stalls for parking for visitors. He also knows that staff did quite a lot of research.

Rick H. wanted to let the Planning Commission know that what Tom and Brent and the Leavitt's are doing to address a different style of student housing makes a lot of sense and lots of things change with student housing. One thing that has not changed is the parking issues with existing business or residential, parking is the biggest issue. They have looked at the numbers that Kit put together from here and other universities. They feel that .85 per student is reasonable. They say that 15% will not have cars but he is not sure that is the case. Most students will bring cars. He also feels that .5 for visitor parking given the nature of our campus as students like to visit each other and others like to come visit them also. They have already heard concerns from the neighbors across the street from this complex. If there are cars parked on the street from these units that will impact their business. We want to be sensitive to everyone involved.

Rich closed the public hearing.

To summarize then, all are good with the .85 per bed, and no restriction on the ceiling height. Also they are good with the .25 stalls for visitor parking and the definition of the boundary of campus. Also they all agree that a single occupancy room should be no more than 100 square feet.

Chris made a motion to send a recommendation to City Council for the .85 parking spaces per bed, .25 parking spaces for visitor parking, no limits on the ceiling height, the boundary of campus as described and the room size of 100 square feet.

Vote was six for, Jill nay and the motion carried.

5- Zone Change R-2-2 to R-3-M 53 & 73 N Aime Ave. Shane Baker/GO Civil (Recommendation)

Heath Oveson explained the parcel as being off College Way and along Aime Avenue which is a dead end street. The client has purchased the property outlined and it is currently zoned R-2 which is for duplexes. Rather than that, his market research indicated the same as the Leavitt's that the real market is for single rooms for students. He would like to plan for two 4-plexes on this property. It is under the 24 unit maximum and they would also look at traffic, drainage and many other things along with this development. His request is to change the two parcels from R-2 to the R-3-M zone. Rich said they have talked with staff; it conforms to the General Land Use plan. It is zoned now as R-2-2 and the General Plan calls for this to be R-3-M. He also is aware of previous proposals to do

the same thing and not sure how far they went with the City but thought there was some sort of agreement with the City to re-zone this to the R-3 zone with some restrictions of the number of bedrooms they could have.

Heath pointed out the future road along the south side of this property.

Mike asked about the surrounding zoning. Most is now R-3 with some R-1. The different zones and how it exists now were all pointed out on the map.

Rich also said this parcel has some slope to it. Part is fairly buildable, but some is fairly sloped. Not exactly sure how they would develop this.

Kit pointed out they would have to do a traffic study as part of this to see if the existing improved streets were at capacity now.

The question was brought up if you lived in this area, how many more neighbors could you have with the R-3 rather than the R-2.

Arlo F. thought that as far as numbers, you may have a few more but as you could put in duplexes now on each lot they could each have several bedrooms. What will restrict anything on the property will be the parking required. They can only have as many units or bedrooms as parking would allow.

Fred still wondered how many more neighbors could you have. Arlo thought it would not be more, just a different layout. They are capped at 24 units in any acre now.

There were people from the neighborhood with comments.

Kelly Dalton said it would greatly increase the traffic. It was once zoned R-1 then it was taken to the R-2 it is now and they are again trying to get this to the R-3. He knows they are planning for college students and his zone is the R-1 across the street from this. He talked about knowing all the neighbors in this area. Some could not be here tonight and are also opposed to the change. He pointed out his house on the corner of Harding and College Way. There is one house on that hillside that has to come up Aime Avenue to get to it. When this came before they opposed it and took that through Planning Commission then to City Council. At that time the traffic on College way was not as heavy as it is now. Also, traffic to the townhomes comes up his street or Aime Ave. They are planning on 28 bedrooms on this parcel of land and they say they can only have a maximum of 24 but he can do 2 stories. He would propose that they oil the street on the south side so traffic could come down out of Aime Ave that way. At that intersection it is very bad due to the curve in the street. It is a bad spot to come out. It is a blind curve.

Rich said that everyone is aware and sensitive to the traffic in that area.

Kelly went on about the townhomes of 100 units and traffic studies say they make 8 trips per day.

Kit said that a family would make about 8 trips per day, not each person.

Kelly read an ordinance where a deed restriction was to be placed on this property for a single duplex on each lot. He wondered where that was now.

Paul said that if they ever did record that deed restriction that would change that R-2 to R-3 but with less density. That deed restriction was never recorded so per the ordinance that parcel is still zoned R-2. There are no restrictions on the number of bedrooms you can have in a duplex.

Fred said then in practical terms you can have the same number of people but the parking would be what limits the size of the development.

Kelly pointed out that they just talked about changing those parking requirements. He was told this parcel is further than the quarter mile from campus that parking was talking about.

Kelly said another problem is the drainage. If they develop this parcel that will add to the drainage problem. He built in 2000 and during construction had a large storm that put 30" of water in the basement of his house. He had no windows in yet. The pond just south of there broke through a couple of years ago. That drainage pond takes care of 2050 West. He described the area. His neighbor the Whitney's have been flooded several times. That drainage all goes down the west side of Aime Ave. If that gutter is too full all those circular driveways get all that water. They need to enlarge that pond.

Kit said when this property develops they will need to do several things and a drainage study is one that would prevent any additional flooding, they need to do traffic studies to accommodate any additional traffic, and other things that may come up will all be addressed during the building permit process.

Kelly was not sure they could take care of all the water coming off parking lots, etc.

Rich said that is what developers are to do is take care of all things dealing with their development.

Heath in clarifying said they are looking at a couple of layouts for this parcel; one was for single student housing, the other was for married couples. The current plan would be for two 4-plexes with married couples so you would have 8 young married couples on this property. He also wanted to reaffirm that this zoning is in line with the General Land Use plan.

Meriden Nielsen who lives on College Way has concerns. Wonders why that ordinance of 2 years ago was never recorded. It went to City Council and was to be recorded with those restrictions. No one was sure why or where that broke down. She wondered why they are doing it all again. They did all this 2 years ago.

Paul said any person wanting to change the zone on their property has the right to petition the City for a zone change.

Meriden also asked why she never received a notice of this meeting. Some received one yesterday, some last Friday. She felt that was not enough notice. Some thought she may not be within the 300' rule but she pointed out her property and she is.

Her other concern is how when driving along College Way and making a left turn onto the dirt road you cannot see what is coming. There is no way to stop on that road and turn on the dirt road. She was told all that would be considered in the traffic and other studies. She recommended that everyone try to turn there any morning at 8:45, 9:45, etc. there is too much traffic coming up College Way.

She talked about parking on the street. Cannot even imagine what that would do to those that live on the east side of Aime Ave. she knows how many cars from apartments park in the church parking lot. They will all park along that street.

Rich pointed out that they do need to have on-site parking for their buildings.

The traffic is her main concern. Something needs to be done with that intersection of College Way and Center Street.

Fred pointed out that some of the problems in the area will be there no matter what he builds there. If we do nothing, there will be roughly 24 people living there. The zoning decision will not change the problems that may be there now.

Jonathan Pine also lives on Aime Ave. wondered just how many more people would there be with the zone change. They talked about 8 couples. The limit they can have now is 2 duplexes and they could have many more like 24 single family.

He was told it will all be limited to the size this property is and the parking requirements. No one really knows how many will be able to live there until they have plans. It is safe to say if this zone changes there could be a few more.

Fred said they could basically have the same in the R-2 and the R-3 and the traffic flow is already on the dirt road. This body makes a recommendation to the City Council and it is the City Council who will make that final decision.

Arlo said that they did take a look at the traffic and he counted those coming down College Way, Harding Ave and Aime Ave.; when College Way was the busiest he counted 350 cars in 1 hour but there were hardly any up Aime Ave. He agrees that it is a bad intersection. Paving that dirt road he was not sure that would be feasible with only a few additional apartments.

Meriden Neilson said they all know college students. They will not take the roads to go clear around, they will take the shortest way to college and that will be on that dirt road.

Lola Atwood who lives in the Foothill Townhomes would like to know just how much of that hillside they plan to take down to build there.

She was told the parking may come into the hill just slightly but they are not wanting to excavate that hillside.

She talked about a girls group home and when they are all there on weekends there is much more traffic and they stand in the roadway. They park on that street on both sides at times. It is very hard just for a single car to get through. There is also a bus stop on the corner of Aime and West Harding. In the morning and afternoon children are trying to get through there.

Fred said that a lot of concerns have been expressed and most are to do with traffic in the area but the owner of the property has the right to build. That is not within our scope to say you cannot build. He can come in and put duplexes on that now and all the traffic and water concerns will still be there. This is just what happens when there is vacant land. He knows how everyone feels. That is why there are laws governing many things. He has the right to build there and they can consider the amount of people that will be there. Fred said most do not like R-3 across from any R-1. Feels there should be a buffer zone there. Jill had them bring up the map again.

Chris moved that they leave this as R-2 and send a negative recommendation for the zone change to City Council. Jill seconded and the vote was unanimous.

The group was told that this would still go on to the City Council for their consideration.

CEDAR CITY ORDINANCE NO. _____
AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING
DESIGNATION FROM RESIDENTIAL-2 -2 (R-2-2) TO RESIDENTIAL-3-M (R-3-M) ON
APPROXIMATELY 0.92 ACRES OF LAND LOCATED IN THE VICINITY OF 63 NORTH
AIME AVENUE.

WHEREAS, the owners of property located in the vicinity of 63 North and Aime Avenue have petitioned Cedar City to change the zoning designation from Residential - 2-2 (R-2-2) to Residential -3-M (R-3-M) on approximately 0.92 acres of land, the property is more particularly described as follows:

BEGINNING AT A POINT N89°40'12"E, 350.00 FEET FROM THE SOUTHWEST CORNER SECTION 10, T36S, R11W, SLM; THENCE N54°24'22"E, 167.20 FEET; THENCE N54°24'22"E, 90.36 FEET; THENCE N02°17'27"W, 78.80 FEET; THENCE N68°27'40"E, 73.77 FEET; THENCE S15°28'00"E, 163.27 FEET; THENCE S15°28'00"E, 100.00 FEET; THENCE S89°40'12"W, 345.12 FEET TO THE POINT OF BEGINNING.

WHEREAS, after providing public notice as required by City ordinance the Cedar City Planning Commission considered the proposed amendments to the City's zoning designation for the above described property. The Cedar City Planning Commission considered whether the proposed amendment was reasonably necessary, in the best interest of the public, in harmony with the objectives and purposes of Cedar City's zoning ordinance, and in furtherance of the Cedar City General Land Use Plan. The Planning Commission has given the proposed zone changes a negative recommendation; and

WHEREAS, the City Council after duly publishing and holding a public hearing to consider the proposed zoning designation amendment finds the proposed amendment furthers the City's policy of establishing and maintaining sound, stable, and desirable development within the City, and promoting more fully the objectives and purposes of the City's zoning ordinance, corrects manifest errors, and is in furtherance of the Cedar City General Land Use Plan.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's zoning designation on the herein described property be changed from Residential - 2-2 (R-2-2) to Residential -3-M (R-3-M) and that City staff is hereby directed to make the necessary changes to the City's zoning map.

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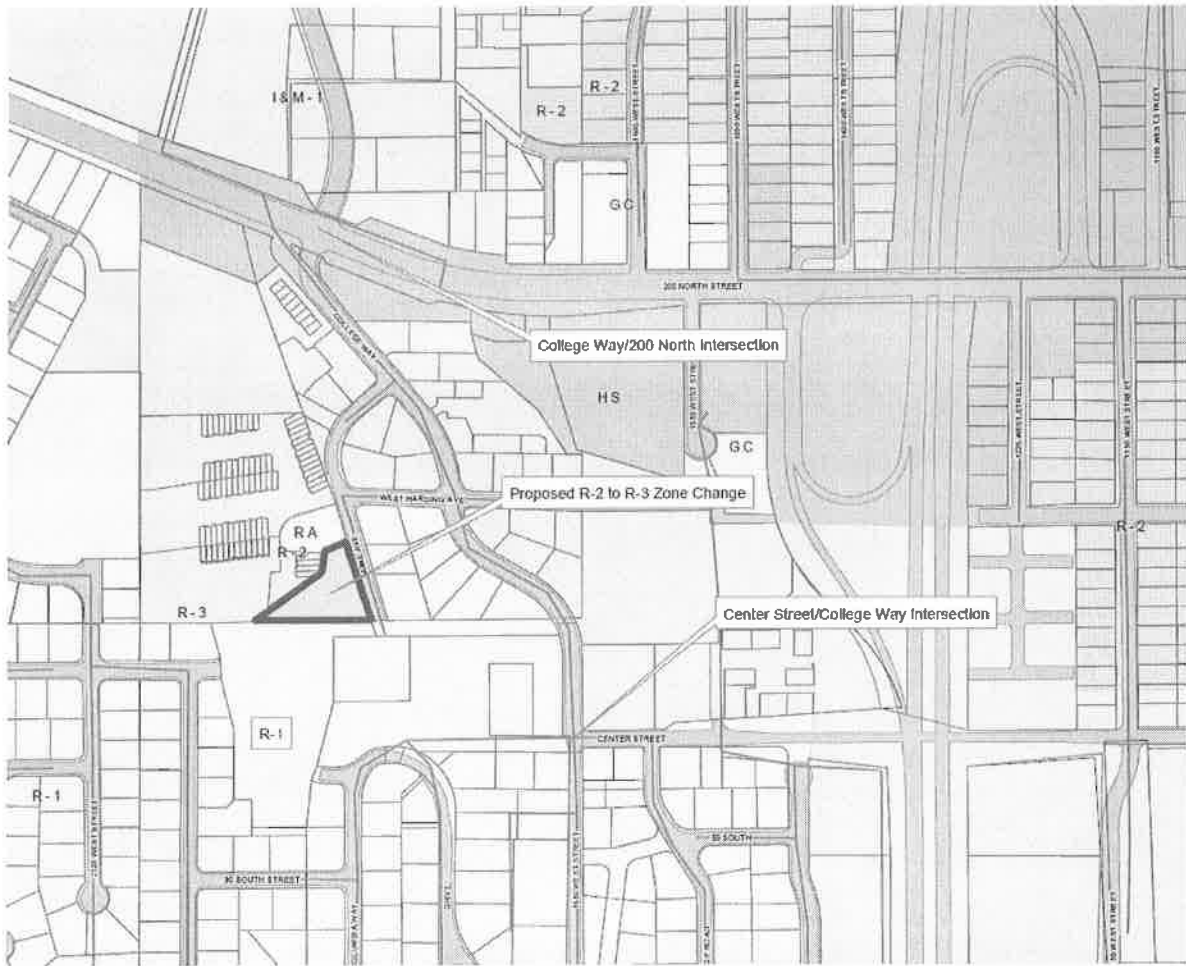
This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage by the City Council, signed by the Mayor and Recorder and published in accordance with State Law.

Dated this _____ day of February, 2016.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER



CEDAR CITY COUNCIL
AGENDA ITEMS - 5 & 6
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: February 1, 2016

SUBJECT: (1) General Land Use Amendment from natural open space to central commercial. (2) Zone change from Residential -1 (R-1) to Central Commercial (CC)

DISCUSSION:

These land use decisions impact approximately 1.18 acres of property located in the vicinity of Center Street and West View Drive.

The current general land use plan the current general land use plan shows Central Commercial north of and adjacent to the property involved in this request.

The current zoning map has a general commercial zone north of and adjacent to the property involved in this request.

Attached are the planning commission minutes, a map showing the area, a resolution amending the general land use plan, and an ordinance amending the zone designation.

Please consider the request to amend the general land use plan and zone designation.

Fred wondered if they change this, how much land is the whole area. About 3 acres. If any people back out of the changes, they will modify the map prior to going to City Council.

Rich close public hearing.

Mary made a motion to give the City Council a positive recommendation of the land use change as long as the letters from other owners are all signed before it goes to Council. Seconded by Jennie and the vote was unanimous.

- 6- **Zone Change GC to MU 427 N 300 W Jim Andus/Watson Eng.**
 (Recommendation)

This is the zone change that was discussed along with item #5.

Jennie moved to give a positive recommendation to City Council for the zone change from GC to MU on the subject property. Seconded by Chris and the vote was unanimous.

PUBLIC HEARING

- 7- **General Land Use Change Westview Drive at Center St. Kurt Stone/GO Civil**
 From Natural Open Space to Eng.
 Central Commercial
 (Recommendation)

Rich opened the public hearing.

Arlo with GO Civil presented. He said the Stones purchased the property and there is commercial across the street. The Ladybug Nursery is on the south. Currently this strip of land is shown as open space and is zoned R-1. When it was annexed into the City limits the General Land use was not changed.

Kit said that one thing they had talked about a little and Arlo already mentioned was that somehow all along Westview Drive there is that finger of land that is designated as open space. That makes it not developable property. Staff would like to recommend that the entire finger be re-designated as Central Commercial which is what they want it to be. They would like to include that entire finger in this land use change.

Fred asked if that was just the drainage channel or was it wider. Kit said there was more space than just the channel and they are only looking at the general land use plan for this change.

Evan Jones of the Jones family who owns that entire finger was wondering why they want this change. They own that and used to own more there. All the way from the road on the north side the Jones' owned all that section. First, he would like to know the reason to change it to commercial. It has been this way a long time so has it sold, is there a new buyer, or what.

Rich said the property is planned to be open space and that means you cannot use it for anything. It is zoned R-1. All they are discussing at this point is just the General Land use plan. It is just a look to the future of what you may want this to be when and if it ever develops.

Evan J. said it was important to him as to what they planned there. There was a sales sign and if it

Rich pointed out that all we are talking about here is the land use and the zone. The Planning Commission would not be in the know of what was going there in the future. The Jones property is still in the county. Fred said when and if it ever were to annex into the City the City may want some commercial along this fairly busy road. Fred also pointed out all they are talking about is the 1 smaller piece for the zone change. They cannot change anything that is not in the City already. Paul explained to Mr. Jones that the general land use was anything within the City Annexation Boundary. They can't change the zone if it is not in the City. All the yellow on the map wants to be low density housing.

The rest is being used now as agricultural. Eventually some may want to annex and develop. The area is all commercial to the north.

Paul said the purpose of the General Land Use plan is so they can say "when it comes into the City limits" and "when you develop your land" this is what the City would like to see in this area.

Mr. Jones said that for now, they don't want their land to be changed at all. Just like the letter that was sent to them, go ahead and change the one piece that want to change now, and leave all the rest alone.

8-	Zone Change R-1 to CC (Recommendation)	Westview Drive at Center St.	Kurt Stone/GO Civil Eng.
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Chris moved to give the City Council a positive recommendation for the zone change along Westview Drive, seconded by Fred and the vote was unanimous.

9.	General Land Use Change Low to Medium Density (Recommendation)	Cross Hollow from Center to 200 N	Coronado/GO Civil Eng.
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Heath pointed out the location being the east side of Cross Hollow road, just north of the Sunset

CEDAR CITY RESOLUTION NO. _____
A RESOLUTION OF THE CEDAR CITY COUNCIL AMENDING THE CEDAR CITY
GENERAL LAND USE PLAN; CHANGING THE DESIGNATION ON APPROXIMATELY
1.18 ACRES OF PROPERTY FROM NATURAL OPEN SPACE TO CENTRAL
COMMERCIAL ON PROPERTY LOCATED IN THE VICINITY OF WEST VIEW DRIVE
AND CENTER STREET.

WHEREAS, Cedar City has adopted a general land use plan in accordance with the Utah Municipal Land Use Development and Management Act, UCA §10-9a-101 et. sec.; and

WHEREAS, The owner of approximately 1.18 acres of land located in the vicinity of West View Drive and Center Street has petitioned Cedar City to amend the general land use designation so that the entire 1.18 acre parcel of land would be designated Central Commercial pursuant to Cedar City's General Land Use Plan; and

WHEREAS, Cedar City's General Land Use Plan currently designates the herein described property as Natural Open Space; and

WHEREAS, the entire property that is subject to this amendment to the Cedar City General Land Use Plan is more particularly described as:

BEGINNING AT A POINT S89°39'51"W 529.77 FEET ALONG THE SECTION LINE FROM THE S1/4 CORNER OF SECTION 8, T36S, R11W, SLM; SAID BEGINNING BEING ON THE WESTERLY RIGHT OF WAY LINE OF WEST VIEW DRIVE; THENCE S89°39'51"W, 103.30 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 330.00 FEET AND A CENTRAL ANGLE OF S25°25'44"W; THENCE ALONG SAID CURVE 94.32 FEET; THENCE N41°47'30"E, 271.41; THENCE S89°44'20"E, 277.60 FEET TO THE WESTERLY RIGHT OF WAY LINE OF WEST VIEW DRIVE; THENCE S43°14'27"W, 314.52 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

WHEREAS, pursuant to UCA §10-9a-404 the Cedar City Planning Commission duly posted and held a public hearing regarding the requested general land use plan amendment, said public hearing was held on January 5, 2016; and

WHEREAS, after receiving the public comment, if any, the planning commission gave a positive recommendation to the City Council to change the general land use designation from Natural Open Space to Central Commercial; and

WHEREAS, the current land use designation of the property located immediately to the North and adjacent to the property herein described has a general land use designation of Central Commercial; and

WHEREAS, the Cedar City Council finds that the proposed change in land use designation is consistent with the Cedar City General Land Use Plan.

NOW THEREFORE, be it resolved by the City Council of Cedar City, State of Utah, that the land use designation for the property described herein is hereby amended from Natural Open Space to Central Commercial.

This resolution, Cedar City Resolution No. _____, shall take effect immediately upon passage.

AYES -

NAYS -

ABSTAINED -

Dated this _____ day of February, 2016.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
CITY RECORDER

CEDAR CITY ORDINANCE NO. _____
AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING
DESIGNATION FROM RESIDENTIAL – 1 (R-1) TO CENTRAL COMMERCIAL (CC), ON
APPROXIMATELY 1.18 ACRES OF PROPERTY LOCATED IN THE VICINITY OF WEST
VIEW DRIVE AND CENTER STREET.

WHEREAS, the owners of property located in the vicinity of West View Drive and Center Street have petitioned Cedar City to change current zoning designation from Residential – 1 (R-1) to Central Commercial (CC) on approximately 1.18 acres of property, the property is more particularly described as follows:

BEGINNING AT A POINT S89°39'51"W 529.77 FEET ALONG THE SECTION LINE FROM THE S1/4 CORNER OF SECTION 8, T36S, R11W, SLM; SAID BEGINNING BEING ON THE WESTERLY RIGHT OF WAY LINE OF WEST VIEW DRIVE; THENCE S89°39'51"W, 103.30 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 330.00 FEET AND A CENTRAL ANGLE OF S25°25'44"W; THENCE ALONG SAID CURVE 94.32 FEET; THENCE N41°47'30"E, 271.41; THENCE S89°44'20"E, 277.60 FEET TO THE WESTERLY RIGHT OF WAY LINE OF WEST VIEW DRIVE; THENCE S43°14'27"W, 314.52 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

WHEREAS, after providing public notice as required by City ordinance the Cedar City Planning Commission considered the proposed amendment to the City's zoning ordinance and found that the amendment is reasonably necessary, in the best interest of the public, and is in harmony with the objectives and purposes of Cedar City's zoning ordinance. The Planning Commission has given the proposed zone change a positive recommendation; and

WHEREAS, the City Council after duly publishing and holding a public hearing to consider the proposed zoning amendment finds the proposed amendment furthers the City's policy of establishing and maintaining sound, stable, and desirable development within the City, and promoting more fully the objectives and purposes of the City's zoning ordinance or corrects manifest errors.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's zoning designation on the herein described property be amended from Residential -1 (R-1) to Central Commercial (CC), and that City staff is hereby directed to make the necessary changes to the City's zoning map.

Remainder of page intentionally left blank.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Dated this _____ day of February, 2016.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

CEDAR CITY COUNCIL
AGENDA ITEMS - 7
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: February 1, 2016

SUBJECT: Consider an ordinance amending the City's zoning designation from Highway Services (HS) and Residential -3 (Dwelling Multiple Unit) (R-3-M) to Mixed Use (MU)

DISCUSSION:

This request impacts approximately 9.28 acres of property located in the vicinity of Old Highway 91 and Shurtz Canyon Drive. There are hotel properties to the west of the property involved in the proposed zone change and a R-2 residential subdivision to the east.

The property owner would like to rezone the entire property Mixed Use (MU). The mixed use zone would allow the property owner to develop residential, commercial, or office type uses.

Attached are the planning commission minutes a map of the property and a proposed ordinance.

Please consider the requested zone change designation.

become rentals. She was not sure, but has seen instances where family members do things like this to older residents and sometimes they are not even aware of what is going on with their property. Kit pointed out that the parcel they are creating is not large enough to place a duplex on. It is less than the required 9000 square feet.

Jill made a motion to give City Council a positive recommendation for this Lot modification at 180 S 200 E. Seconded by Jennie and the vote was unanimous.

**3- Minor Lot Subd. 400 – 500 W. on 1325 N Merchant/InSite Eng.
(Approval) 3-D Holdings**

Jeff Merchant said they were here a couple of months ago changing the ordinance to have requirements for parking at assisted living centers. They neglected to do this minor lot at the same time. They would like to split the some 9 acres in half and they will take the east side next to the Delcore building and build the assisted living center with various phases. The current owner will keep the west half for now. It may later become developed also.

Kit said that all was in order for the minor lot but there will be a few issues when they build like the frontage on the roads.

Jeff was asked if he has purchased the property yet. He said they will close on that this week as soon as this minor lot goes through. They have the Mylar all signed for the property split. They have been working on this for about 5 months now.

Fred made a motion to approve the minor lot subdivision along 1325 North as stated. Jennie seconded and the vote was unanimous.

**4- Zone Change HS & R-3-M Old Hwy 91 & Davis/ InSite Eng.
To MU Shurtz Canyon Drive Penda LLC
(Recommendation)**

Brent Drew said he was here to represent InSite Engineering as Ron was out of town. He pointed out the map and said they want to change this all to the Mixed Use zone. There are around 9 acres and they are in three different zones now. That makes it too hard to work with. The MU zone would give them more flexibility. This also conforms to the general land use plan.

Leo Huppert who owns in the Southern View said they bought in good faith that they knew what could go in next to them. It now looks like they propose to change most to commercial. It was explained that in the Mixed Use zone you could have any type of commercial and any type of residential. Most of it is zoned the R-3 now which is very dense residential like apartments. He was concerned with any industrial uses. He was told they would be limited to only commercial and residential and that no industrial would be allowed.

Chris made a motion to give the City Council a positive recommendation on the zone change to MU at the Shurtz Canyon location. Seconded by Jennie and the vote was unanimous.

CEDAR CITY ORDINANCE NO. _____

AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING DESIGNATION FROM HIGHWAY SERVICES (HS) AND RESIDENTIAL – 3, DWELLING, MULTIPLE UNIT, (R-3-M) TO MIXED USE (MU), ON APPROXIMATELY 9.28 ACRES OF PROPERTY LOCATED IN THE VICINITY OF OLD 91 AND SHURTZ CANYON DRIVE.

WHEREAS, the owners of property located in the vicinity of Old 91 and Shurtz Canyon Drive have petitioned Cedar City to change current zoning designation from Highway Services (HS) and Residential – 3, Dwelling, Multiple Unit, (R-3-M) to Mixed Use (MU) on approximately 9.28 acres of property, the property is more particularly described as follows:

PENDA LLC – Shurtz Canyon Drive Zone change Description from HS & R-3-M to MU COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N00°29'44"W, ALONG THE QUARTER SECTION LINE, 561.55 FEET; THENCE S89°50'34"W, 665.66 FEET TO THE POINT OF BEGINNING; THENCE S00°40'06"E, 559.74 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 22; THENCE S00°05'21"E, 178.89 FEET; THENCE N90°00'00"W, 285.64 FEET; THENCE N55°48'10"W, 538.65 FEET; THENCE N34°59'26"E, 546.77 FEET; THENCE S51°19'42"E, 21.10 FEET; THENCE N89°50'34"E 394.34 FEET TO THE POINT OF BEGINNING. CONTAINING 9.28 ACRES.

WHEREAS, after providing public notice as required by City ordinance the Cedar City Planning Commission considered the proposed zoning amendments for the above described property and found that the amendments are reasonably necessary, in the best interest of the public, and in harmony with the objectives and purposes of Cedar City's zoning ordinance. The Planning Commission has given the proposed zone changes a positive recommendation; and

WHEREAS, the City Council after duly publishing and holding a public hearing to consider the proposed zoning amendments finds the proposed amendments further the City's policy of establishing and maintaining sound, stable, and desirable development within the City, and promoting more fully the objectives and purposes of the City's zoning ordinance or correction of manifest errors.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's zoning designation on the herein described property be amended from Highway Services (HS) and Residential -3, Dwelling, Multiple Unit, (R-3-M) to Mixed Use (MU), and that City staff is hereby directed to make the necessary changes to the City's zoning map.

Remainder of page intentionally left blank.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Dated this _____ day of February, 2016.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

CEDAR CITY COUNCIL
AGENDA ITEMS - 8 + 9
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: February 1, 2016

SUBJECT: Consider the following land use amendments to 21.77 acres in the vicinity of Cross Hollow Road and 100 North: (1) amend the general land use plan from low density to medium density on approximately 21.77 acres of land; (2) consider amending the City's zoning designation from Residential -1 (R-1) to Residential -2 (Dwelling, Single Unit) (R-2-1) on approximately 12.67 acres, and; (3) Consider amending the City's zoning designation from Residential -1 (R-1) to Residential -2 (Dwelling, two units) (R-2-2) on approximately 9.1 acres of land.

DISCUSSION:

The property owner owns approximately 80 acres of land to the north of the Sunset Canyon Subdivision and south of Genpak. Currently the entire +/- 80 acres is zoned R-1.

The general land use plan would impact the portion of the property that fronts Cross Hollow Road as well as the portion of property that abuts the Genpak property. The current land use designation is low density residential. The proposed medium density residential designation will facilitate development of some other density options in these areas. Approximately 59 acres will remain low density residential.

There are two proposed zone changes. The approximately 9.1 acre zone change along the property abutting the Genpak property is to R-2-2. This zone designation allows single family, duplex, and town home development. The approximately 12.67 acre zone change along for the property fronting Cross Hollow Road is to R-2-1 which allows for single family home development. The minimum required lot size for R-2-1 lots is smaller than the minimum required lot sizes in an R-1 subdivision. The remaining +/- 59 acres remain R-1

Attached is a copy of the planning commission minutes, a map of the property, a proposed Resolution to change the general land use plan, and an ordinance changing the zoning designations.

Please consider the proposed land use and zone change requests.

Canyon area and it has Genpak on the north side. The entire 80 acres was planned out back in 2006 but then they hit bad times. They look back now and this area has worked with the water conservancy district and after doing market research, it seems that R-2 single family uses less water as they have smaller lots. The master plan is to have this all R-1. They still want to do most of it as R-1 and have this problem with the Genpak plant on the north side and Cross Hollow Road on the west. If they do some duplexes to back up to the Genpak plant and have a street or two out along Cross Hollow of R-2 for single family only, that would provide a buffer between that and the single homes. He reiterated that the only duplexes would back the Genpak plant. The rest would all be the larger, nicer lots. This will give them a little bit of diversity in marketing the area.

Kevin Goodwin who lived in the Cross Hollow area said he just recently moved in. He has a home in Sunset Canyon. They put in an RV park and are now talking duplexes. He would not be happy with any duplexes and wondered just how many. Heath said possibly 12. He was concerned with more traffic, the road may need to be widened, and some type of traffic light system would help. Heath knows that the side of Cross Hollow that front this would all need to be improved. Kit pointed out that is a 100' wide roadway. The only roadway wider than that in the entire City is the freeway. Once it is improved, it will handle all the traffic.

Landin Eldridge also owns in Sunset and wants to know about the easement between them and this property. Is that to be a future road? Kit said it was to be Center Street but will not go through as the hills to the east are steep and they cannot connect. Landin was concerned with this road being back of his lot. Heath said they do not have the plans yet, and there is a jog in the boundary. He suspected that there would be lots to back those existing there now. They would need to come back when they have a subdivision to have approved.

Mike asked if the footprint for the general land use and the zone change were the same map. Heath pointed out a small drawing on the same map showing the area of the general land use change. Shannon Johnson also lives in Sunset and agrees there should be not higher density next to their subdivision. They want to keep their property values up.

Jill wondered if the quarter acre lots that they own are similar. She was told that 10,000 square feet for the R-1 is about ¼ acre in size. Kit said in R-2 you can be 7,000 square feet for a single family, but a duplex lot has to be 9,000 square feet. Heath pointed out the first 500' would be some smaller lots for single family only. It is pretty close in size to the frontages, but the lots would be slightly smaller.

Cindy Goodwin pointed out then, that the only place they would allow the duplexes would be that area that backs to the Genpak plant. That is correct. When she moved here it was all single dwellings in the area. Was to be the same thing across the street. With all the changes she is afraid the market values will go down. The whole area will change when you do this. Having the buffer area made lots of sense to most members. Most of the neighbors were okay with the R-2 single.

Fred said the issue comes to the way things are laid out. An area in town now has commercial next to R-1 and that is a bad way to live. They want to have transition zones between these two types of things. It makes it better to market and increases the value when you do that.

Justin Ludlow did not see why their R-2-1 was twice as deep as that in Sunset Canyon. It is almost double what they have. They also need to consider that as an HOA or have that a PUD so they keep all things up nicely.

Heath said to look at the overall property. This development is 80 acres, not just 40 acres. It is the same mix. There are twice the smaller family lots along the front as the entire development is twice the size. He was not sure if that area would have an HOA or not.

Evan Jones was just curious, with the Genpak plant, were there any complaints about the noise? He lives some ways away from it and can still hear the noise. Thinks something should be done. Yes, the City has had complaints about the plant noises.
Rich closed the public hearing.

Fred made a motion to give the City Council a positive recommendation for the General Land Use change along Cross Hollow Road as discussed.
Mary was opposed with the R-2-2 portion as was Chris.
Jennie seconded the motion, and the motion carried 5 to 2.

- ✱ 10- Zone Change R-1 to R-2-2 Cross Hollow from Coronado/GO Civil Eng.
And R-2 Single Center to 200 N
(Recommendation)

This is the zone change along with item #9 discussed above.

Fred moved to give the City Council a positive recommendation for the zone change along Cross Hollow road. Seconded by Jennie with Mary and Chris voting against.
The motion carried 5 to 2.

- 11- Zone Change MPD to R-3-M Fiddlers Canyon Road
(Recommendation) Basin Area across from Elem. Nichols/ GO Civil Eng.
This item was pulled until the next meeting on January 19th.

The meeting adjourned at 6:25 p.m.

Michal Adams, Administrative Assistant

[illegible]

60 CIVIL
 Thompson v. City of
 Chicago

ZONE CHANGE MAP AND GENERAL PLAN AMENDMENT FOR SANTA ANITA COUNTRY CLUB

CEDAR CITY RESOLUTION NO. _____
A RESOLUTION OF THE CEDAR CITY COUNCIL AMENDING THE CEDAR CITY
GENERAL LAND USE PLAN; CHANGING THE DESIGNATION ON APPROXIMATELY
21.77 ACRES OF PROPERTY FROM LOW DENSITY RESIDENTIAL TO MEDIUM
DENSITY RESIDENTIAL ON PROPERTY LOCATED IN THE VICINITY OF CROSS
HOLLOW ROAD AND 100 NORTH.

WHEREAS, Cedar City has adopted a general land use plan in accordance with the Utah Municipal Land Use Development and Management Act, UCA §10-9a-101 et. sec.; and

WHEREAS, The owner of approximately 21.77 acers of land located in the vicinity of Cross Hollow Road and Center Street has petitioned Cedar City to amend the general land use designation so that the entire 21.77 acre parcel of land would be designated Medium Density Residential pursuant to Cedar City's General Land Use Plan; and

WHEREAS, Cedar City's General Land Use Plan currently designates the herein described property as Low Density Residential; and

WHEREAS, the entire property that is subject to this amendment to the Cedar City General Land Use Plan is more particularly described as:

BEGINNING AT A POINT N89°54'57"E, 49.86 FEET ALONG THE SECTION LINE FROM THE SW CORNER OF SECTION 9, T36S, R11W, SLB&M; THENCE N0°06'10"W, 1070.72 FEET ALONG THE EASTERLY RIGHT OF WAY OF CROSS HOLLOW ROAD, THENCE N89°51'09"E, 500.00 FEET; THENCE S00°06'10"E, 1103.93 FEET; THENCE S89°52'37"W, 500.00 FEET; THENCE N00°05'17"W, 33.00 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF CROSS HOLLOW ROAD TO THE POINT OF BEGINNING. CONTAINS 12.67 ACRES.

And

BEGINNING AT A POINT N89°54'57"E, 49.86 FEET ALONG THE SECTION LINE AND N00°06'10"W, 1070.72 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF CROSS HOLLOW ROAD; THENCE N00°06'10"W, 250.00 FEET ALONG SAID EASTERLY RIGHT OF WAY; THENCE N89°51'09"E, 1280.33 FEET ALONG THE 1/16 SECTION LINE; THENCE N89°49'53"E, 304.67 FEET ALONG THE 1/16 SECTION LINE; THENCE S00°06'10"E, 250.11 FEET; THENCE S89°51'09"W, 1585.00 FEET TO THE POINT OF BEGINNING. CONTAINS 9.1 ACRES.

WHEREAS, pursuant to UCA §10-9a-404 the Cedar City Planning Commission duly posted and held a public hearing regarding the requested general land use plan amendment, said public hearing was held on January 5, 2016; and

WHEREAS, after receiving the public comment, if any, the planning commission gave a positive recommendation to the City Council to change the general land use designation from

Low Density Residential to Medium Density Residential; and

WHEREAS, the Cedar City Council finds that the proposed change in land use designation is consistent with the Cedar City General Land Use Plan.

NOW THEREFORE, be it resolved by the City Council of Cedar City, State of Utah, that the land use designation for the property described herein is hereby amended from Natural Open Space to Central Commercial.

This resolution, Cedar City Resolution No. _____, shall take effect immediately upon passage.

AYES -

NAYS -

ABSTAINED -

Dated this _____ day of February, 2016.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
CITY RECORDER

CEDAR CITY ORDINANCE NO. _____
AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING
DESIGNATION FROM RESIDENTIAL – 1 (R-1) TO RESIDENTIAL -2 (DWELLING,
SINGLE UNIT) (R-2-1), ON APPROXIMATELY 12.67 ACRES OF PROPERTY LOCATED
IN THE VICINITY OF CROSS HOLLOW ROAD AND 100 NORTH; AND AMENDING
CEDAR CITY'S ZONING DESIGNATION FROM RESIDENTIAL – 1 (R-1) TO
RESIDENTIAL -2 (DWELLING, TWO UNIT) (R-2-2) ON APPROXIMATELY 9.1 ACRES
OF PROPERTY LOCATED IN THE VICINITY OF CROSS HOLLOW ROAD AND 100
NORTH.

WHEREAS, the owners of property located in the vicinity of Cross Hollow Road and 100 North have petitioned Cedar City to change current zoning designation from Residential – 1 (R-1) to Residential - 2 (Dwelling, Single Unit) (R-2-1) approximately 12.67 acres of property, the property is more particularly described as follows:

R-2-1 SINGLE UNIT

BEGINNING AT A POINT N89°54'57"E, 49.86 FEET ALONG THE SECTION LINE FROM THE SW CORNER OF SECTION 9, T36S, R11W, SLB&M; THENCE N0°06'10"W, 1070.72 FEET ALONG THE EASTERLY RIGHT OF WAY OF CROSS HOLLOW ROAD, THENCE N89°51'09"E, 500.00 FEET; THENCE S00°06'10"E, 1103.93 FEET; THENCE S89°52'37"W, 500.00 FEET; THENCE N00°05'17"W, 33.00 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF CROSS HOLLOW ROAD TO THE POINT OF BEGINNING. CONTAINS 12.67 ACRES.

WHEREAS, the owners of property located in the vicinity of Cross Hollow Road and 100 North have petitioned Cedar City to change current zoning designation from Residential – 1 (R-1) to Residential - 2 (Dwelling, Two Unit) (R-2-2) approximately 9.1 acres of property, the property is more particularly described as follows:

R-2-2 2-UNIT

BEGINNING AT A POINT N89°54'57"E, 49.86 FEET ALONG THE SECTION LINE AND N00°06'10"W, 1070.72 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF CROSS HOLLOW ROAD; THENCE N00°06'10"W, 250.00 FEET ALONG SAID EASTERLY RIGHT OF WAY; THENCE N89°51'09"E, 1280.33 FEET ALONG THE 1/16 SECTION LINE; THENCE N89°49'53"E, 304.67 FEET ALONG THE 1/16 SECTION LINE; THENCE S00°06'10"E, 250.11 FEET; THENCE S89°51'09"W, 1585.00 FEET TO THE POINT OF BEGINNING. CONTAINS 9.1 ACRES.

WHEREAS, after providing public notice as required by City ordinance the Cedar City Planning Commission considered the proposed zoning amendments and found that the amendments are reasonably necessary, in the best interest of the public, and in harmony with the objectives and purposes of Cedar City's zoning ordinance. The Planning Commission has given the proposed zone changes a positive recommendation; and

WHEREAS, the City Council after duly publishing and holding a public hearing to

consider the proposed zoning amendments finds the proposed amendments further the City's policy of establishing and maintaining sound, stable, and desirable development within the City, promoting more fully the objectives and purposes of the City's zoning ordinance, or correcting manifest errors.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's zoning designation is amended from Residential -1 (R-1) to Residential -2 (Dwelling, Single Unit) (R-2-1) on the approximately 12.67 acres described herein; and the City's zoning designation is amended from Residential - 1 (R-1) to Residential -2 (Dwelling, Two Unit) (R-2-2) on the approximately 9.1 acres described herein, and; City staff is hereby directed to make the necessary changes to the City's zoning map.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Dated this _____ day of February, 2016.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

CEDAR CITY COUNCIL
AGENDA ITEMS - 10
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: February 1, 2016

SUBJECT: Public hearing to consider a parcel modification to lot 1, Block 23
(180 South and 200 East)

DISCUSSION:

This parcel modification will split an existing lot into 2 lots. The lot currently has one home. After the split the owner will be able to construct according to the requirements of R-2-2 on the new lot.

Attached are the Planning Commission minutes.

Please consider the parcel modification.

CEDAR CITY PLANNING COMMISSION

MINUTES

January 5, 2016

The Cedar City Planning Commission held a Meeting on Tuesday, January 5, 2016 at 5:15 p.m., in the Cedar City Council Chambers, 10 North Main, Cedar City, Utah.

Members in attendance: Rich Gillette-Chairman, Fred Rowley, Mike Mitchell, Jill Peterson, Chris McCormick, Mary Pearson and Jennie Hendricks

Members Absent:

Staff in attendance: Kit Wareham, Drew Jackson, Paul Bittmenn and Michal Adams

Others in attendance: Murlan Carter, Dave Clarke, Tim Watson, Heath Oveson, Brent Drew, Leo Huppert, Jim & Ann McCoin, Ken Young, Dixie Tienken, Joyce Evans, John Ashling, Andrew Wilson, Larry Quinlan, Norm & Melissa Stauffer, Kevin & Cindi Goodwill, Kyle Rump, Evan Jones, Lyn Turek, Chris Marchant, Don Adams, Jackson Carter, Dave Carter, Ashlee Carlile, Sean Zortman, Annette Quickstrom, Randy Halters, Shannon Johnson and Landin Eldridge

The meeting was called to order at 5:15 p.m.

ITEM/
REQUESTED MOTION

LOCATION/PROJECT

APPLICANT/
PRESENTER

I. Regular Items

1- Approval of Minutes (December 15, 2015)
(Approval)

Jennie moved to approve the minutes of December 15, 2015, seconded by Jill and the vote was unanimous.

- | | | | |
|--|---|--------------------|---|
| * 2- | Parcel Modification
& (Recommendation) | 180 S 200 E | Corry & Stratton/Platt
Platt |
| <p>Dave Clarke presented; he pointed out the corner lot and where the old house sits on it. The owner wants to divide it into two lots. It is large enough to do this and is in the R-2-2 zone. One parcel would be 8800 square feet, the other 9200 square feet. The sewer and water are in the road and the parcel split off would have to connect. Any development would need to go through Project Review and put in all the utilities. That is different and would be addressed when a building permit is pulled. Kit said everything looks good.</p> | | | |

Dixie Tienken who lives at 241 E 200 S has no objection to them splitting this lot, her objection is all the lots that are split, and they squeeze in little duplexes that become rentals. If it were just a single home, that would not be bad, but she would not like to see any more little duplexes that

become rentals. She was not sure, but has seen instances where family members do things like this to older residents and sometimes they are not even aware of what is going on with their property. Kit pointed out that the parcel they are creating is not large enough to place a duplex on. It is less than the required 9000 square feet.

Jill made a motion to give City Council a positive recommendation for this Lot modification at 180 S 200 E. Seconded by Jennie and the vote was unanimous.

**3- Minor Lot Subd. 400 – 500 W. on 1325 N Merchant/InSite Eng.
(Approval) 3-D Holdings**

Jeff Merchant said they were here a couple of months ago changing the ordinance to have requirements for parking at assisted living centers. They neglected to do this minor lot at the same time. They would like to split the some 9 acres in half and they will take the east side next to the Delcore building and build the assisted living center with various phases. The current owner will keep the west half for now. It may later become developed also.

Kit said that all was in order for the minor lot but there will be a few issues when they build like the frontage on the roads.

Jeff was asked if he has purchased the property yet. He said they will close on that this week as soon as this minor lot goes through. They have the Mylar all signed for the property split. They have been working on this for about 5 months now.

Fred made a motion to approve the minor lot subdivision along 1325 North as stated. Jennie seconded and the vote was unanimous.

**4- Zone Change HS & R-3-M Old Hwy 91 & Davis/ InSite Eng.
To MU Shurtz Canyon Drive Penda LLC
(Recommendation)**

Brent Drew said he was here to represent InSite Engineering as Ron was out of town. He pointed out the map and said they want to change this all to the Mixed Use zone. There are around 9 acres and they are in three different zones now. That makes it too hard to work with. The MU zone would give them more flexibility. This also conforms to the general land use plan.

Leo Huppert who owns in the Southern View said they bought in good faith that they knew what could go in next to them. It now looks like they propose to change most to commercial. It was explained that in the Mixed Use zone you could have any type of commercial and any type of residential. Most of it is zoned the R-3 now which is very dense residential like apartments. He was concerned with any industrial uses. He was told they would be limited to only commercial and residential and that no industrial would be allowed.

Chris made a motion to give the City Council a positive recommendation on the zone change to MU at the Shurtz Canyon location. Seconded by Jennie and the vote was unanimous.

CEDAR CITY COUNCIL
AGENDA ITEMS - 11 & 12
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: February 1, 2016

SUBJECT: Consider proposed land use amendments 3.68 acres located at 400 North between 300 West and 400 West: (1) General land use plan amendment from medium density to mixed use development, and; (2) zone designation amendment from General Commercial (GC) to Mixed Use (MU).

DISCUSSION:

The property requesting this land use transaction is approximately 3.68 acres. The property involved currently has a mix of apartments and single family homes. At the time the application for this request was filed the proponent did not own all of the properties involved in the proposed general land use and zone amendments. The proponent has submitted signed statements from the owners of property involved in the transaction that he does not own. The statements indicate they are aware of the proposed land use transactions and consent to having their property involved.

The general land use amendment is from a medium density to a mixed use designation. There is some mixed use property designated on the master plan to across the street to the east of the property involved in this transaction.

The zone change would move the property from General Commercial (GC) to mixed use (MU). The MU zone allows for commercial, office, and high density residential. Currently the prevailing zoning in the area is GC with R-2-M to across the street to the south of the proposed project area.

Attached are: Planning Commission minutes; a project map; a resolution amending the general land use plan; and an ordinance amending the zoning designation.

Please consider the proposed land use changes.

PUBLIC HEARING

- ✱ 5- **General Land Use Change 400 N Block between Jim Andrus/Watson Eng.**
Medium Density to Mixed Use 300 & 400 West
(Recommendation)

Rich opened the public hearing.

Tim Watson presented and said the Mr. Andrus had asked him to assist him with this area. He owns some apartments there now, has purchased 2 other parcels, and has options on another parcel. They have worked on getting three additional properties in with this zone change and land use change. There are separate owners on the others and they have letters written, not signed yet but verbal approval from all the other property owners. They all agree to the zone changing. Tim will make sure that all the letters are signed prior to this moving on to City Council. This is a medium density area and they are asking it to be changed on the general land use plan to Mixed Use. There is mixed use on the east side and this would help clean the area up.

Jennie asked if there were any of the surrounding property owners here. Tim said he has 4 or 5 letters that came back with the wrong address. SMJ being one as it was in a company name not the person's name so the post office returned that one. They have not heard any objections to this. This area has many different things already; there is some commercial, there are existing apartments complexes to the north and they have received no comments for or against this.

Kenneth Young who is working with Mr. Andrus in planning this project has spoken to Mr. Jenkins, and he is one that supports this. They have others that are in favor, they just don't have the written signed letters back yet. Everyone he has talked with is in favor of giving the area a face lift.

Kit pointed out that the east side of the street is all in the mixed use on the General Land Use plans so this would not be a spot area.

Murlan Carter does not own property in this area but knows that anything Jim does to the property would only be an improvement

Fred wondered if an owner in this change decides he does not want to change can they be taken out. Kit said they can pull any of them out of the zone change.

Paul said their recommendation should be specific about not going to Council until they have all the letters signed.

Jim Andrus said he bought some apartments on this street then drove around the area after. It turned out that two homes to the south were for sale and so he got those and wants to see what he can do to clean up the area. He looked at housing projects but does not want any low-income housing. He wants to put in things that will re-build the area. He has an option on another piece and his goal is to put in housing. Not student housing, but some for couples and small families that will enhance the area and keep it all cleaned up. There is the new chapel in this area, the North Elementary will be re-built and this could be a nice area where people will want to live. He has rentals in St. George and has found that once you get the right people there they want to live there a long time.

Fred wondered if they change this, how much land is the whole area. About 3 acres. If any people back out of the changes, they will modify the map prior to going to City Council.

Rich close public hearing.

Mary made a motion to give the City Council a positive recommendation of the land use change as long as the letters from other owners are all signed before it goes to Council. Seconded by Jennie and the vote was unanimous.

- 6- Zone Change GC to MU 427 N 300 W Jim Andus/Watson Eng.
 (Recommendation)

This is the zone change that was discussed along with item #5.

Jennie moved to give a positive recommendation to City Council for the zone change from GC to MU on the subject property. Seconded by Chris and the vote was unanimous.

PUBLIC HEARING

- 7- General Land Use Change Westview Drive at Center St. Kurt Stone/GO Civil
 From Natural Open Space to Eng.
 Central Commercial
 (Recommendation)

Rich opened the public hearing.

Arlo with GO Civil presented. He said the Stones purchased the property and there is commercial across the street. The Ladybug Nursery is on the south. Currently this strip of land is shown as open space and is zoned R-1. When it was annexed into the City limits the General Land use was not changed.

Kit said that one thing they had talked about a little and Arlo already mentioned was that somehow all along Westview Drive there is that finger of land that is designated as open space. That makes it not developable property. Staff would like to recommend that the entire finger be re-designated as Central Commercial which is what they want it to be. They would like to include that entire finger in this land use change.

Fred asked if that was just the drainage channel or was it wider. Kit said there was more space than just the channel and they are only looking at the general land use plan for this change.

Evan Jones of the Jones family who owns that entire finger was wondering why they want this change. They own that and used to own more there. All the way from the road on the north side the Jones' owned all that section. First, he would like to know the reason to change it to commercial. It has been this way a long time so has it sold, is there a new buyer, or what.

Rich said the property is planned to be open space and that means you cannot use it for anything. It is zoned R-1. All they are discussing at this point is just the General Land use plan. It is just a look to the future of what you may want this to be when and if it ever develops.

Evan J. said it was important to him as to what they planned there. There was a sales sign and if it

CEDAR CITY RESOLUTION NO. _____

A RESOLUTION OF THE CEDAR CITY COUNCIL AMENDING THE CEDAR CITY GENERAL LAND USE PLAN; CHANGING THE DESIGNATION ON APPROXIMATELY 3.68 ACRES OF PROPERTY FROM MEDIUM DENSITY RESIDENTIAL TO MIXED USE DEVELOPMENT ON PROPERTY LOCATED IN THE VICINITY OF 400 NORTH BETWEEN 300 WEST AND 400 WEST.

WHEREAS, Cedar City has adopted a general land use plan in accordance with the Utah Municipal Land Use Development and Management Act, UCA §10-9a-101 et. sec.; and

WHEREAS, The owner of approximately 3.68 acres of land located in the vicinity of 400 North between 300 West and 400 West have petitioned Cedar City to amend its general land use designation so that the entire 3.68 acre parcel of land would be designated Mixed Use Development pursuant to Cedar City's General Land Use Plan; and

WHEREAS, Cedar City's General Land Use Plan currently designates the herein described property as Medium Density Residential; and

WHEREAS, the entire property that is subject to this amendment to the Cedar City General Land Use Plan is more particularly described as:

BEGINNING AT A POINT WHICH IS N00°44'22"W 379.40 FEET AND S89°38'39"W 33.00 FEET FROM THE RIGHT-OF-WAY (R.O.W.) CENTERLINE MARKER AT THE INTERSECTION OF 400 NORTH STREET AND 300 WEST STREET, BLOCK 53 PLAT B, CEDAR CITY TOWN SURVEY; THENCE DEPARTING SAID R.O.W. LINE S89°38'39"W 214.50 FEET ALONG THE NORTH LINE OF PARCEL B-0948-0000-0000, TO THE NORTHWEST CORNER OF PARCEL B-0948-0000-0000; THENCE N00°44'22"W 115.50 FEET ALONG THE EAST LINE OF PARCELS B-0936-0000-0000 AND B-0936-0001-0000, TO THE NORTHEAST CORNER OF PARCEL B-0936-0001-0000; THENCE S89°38'39"W 211.50 FEET ALONG THE NORTH LINE OF PARCEL B-0936-0001-0000, TO THE NORTHWEST CORNER OF PARCEL B-0936-0001-0000, SAID CORNER IS ALSO ON THE EAST R.O.W. LINE OF 400 WEST STREET; THENCE ALONG SAID R.O.W. LINE S00°44'22"E 346.51 FEET TO THE SOUTHWEST CORNER OF PARCEL B-0934-0001-0000; THENCE ALONG THE SOUTH LINE OF SAID PARCEL N89°38'39"E 109.46 FEET TO THE NORTHWEST CORNER OF PARCEL B-0932-0000-0000; THENCE S00°44'22"E 115.39 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID CORNER IS ALSO ON THE NORTH R.O.W. LINE OF 400 NORTH STREET; THENCE ALONG SAID R.O.W. LINE N89°38'39"E 316.54 FEET TO THE INTERSECTION OF THE NORTH 400 NORTH STREET R.O.W. LINE WITH THE WEST 300 WEST STREET R.O.W.; THENCE ALONG SAID 300 WEST STREET R.O.W. LINE N00°44'22"W 346.40 FEET TO THE POINT-OF-BEGINNING (P.O.B.) AND CONTAINS 3.68 ACRES.

WHEREAS, pursuant to UCA §10-9a-404 the Cedar City Planning Commission duly posted and held a public hearing regarding the requested general land use plan amendment, said

public hearing was held on January 5, 2016; and

WHEREAS, after receiving the public comment, if any, the planning commission gave a positive recommendation to the City Council to change the general land use designation from Medium Density Residential to Mixed Use Development, said recommendation was contingent upon the petitioner's engineer producing written verification that the property owners consented to the proposed land use change; and

WHEREAS, the petitioner's engineer has produced signed verification from the persons or entities owning property considered herein for a change in land use designation in accordance with the motion from the Cedar City Planning Commission; and

WHEREAS, the Cedar City Council finds that the proposed change in land use designation is consistent with the Cedar City General Land Use Plan.

NOW THEREFORE, be it resolved by the City Council of Cedar City, State of Utah, that the land use designation for the property described herein is hereby amended from Medium Density Residential to Mixed Use Development.

This resolution, Cedar City Resolution No. _____, shall take effect immediately upon passage.

AYES -

NAYS -

ABSTAINED -

Dated this _____ day of February, 2016.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
CITY RECORDER

CEDAR CITY ORDINANCE NO. _____
AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING
DESIGNATION FROM GENERAL COMMERCIAL (GC) TO MIXED USE (MU), ON
APPROXIMATELY 3.68 ACRES OF PROPERTY LOCATED IN THE VICINITY OF 400
NORTH BETWEEN 300 WEST AND 400 WEST.

WHEREAS, the owners of property located in the vicinity of 400 North between 300 West and 400 West have petitioned Cedar City to change current zoning designation from General Commercial (GC) to Mixed Use (MU) on approximately 3.68 acres of property, the property is more particularly described as follows:

BEGINNING AT A POINT WHICH IS N00°44'22"W 379.40 FEET AND S89°38'39"W 33.00 FEET FROM THE RIGHT-OF-WAY (R.O.W.) CENTERLINE MARKER AT THE INTERSECTION OF 400 NORTH STREET AND 300 WEST STREET, BLOCK 53 PLAT B, CEDAR CITY TOWN SURVEY; THENCE DEPARTING SAID R.O.W. LINE S89°38'39"W 214.50 FEET ALONG THE NORTH LINE OF PARCEL B-0948-0000-0000, TO THE NORTHWEST CORNER OF PARCEL B-0948-0000-0000; THENCE N00°44'22"W 115.50 FEET ALONG THE EAST LINE OF PARCELS B-0936-0000-0000 AND B-0936-0001-0000, TO THE NORTHEAST CORNER OF PARCEL B-0936-0001-0000; THENCE S89°38'39"W 211.50 FEET ALONG THE NORTH LINE OF PARCEL B-0936-0001-0000, TO THE NORTHWEST CORNER OF PARCEL B-0936-0001-0000, SAID CORNER IS ALSO ON THE EAST R.O.W. LINE OF 400 WEST STREET; THENCE ALONG SAID R.O.W. LINE S00°44'22"E 346.51 FEET TO THE SOUTHWEST CORNER OF PARCEL B-0934-0001-0000; THENCE ALONG THE SOUTH LINE OF SAID PARCEL N89°38'39"E 109.46 FEET TO THE NORTHWEST CORNER OF PARCEL B-0932-0000-0000; THENCE S00°44'22"E 115.39 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, SAID CORNER IS ALSO ON THE NORTH R.O.W. LINE OF 400 NORTH STREET; THENCE ALONG SAID R.O.W. LINE N89°38'39"E 316.54 FEET TO THE INTERSECTION OF THE NORTH 400 NORTH STREET R.O.W. LINE WITH THE WEST 300 WEST STREET R.O.W.; THENCE ALONG SAID 300 WEST STREET R.O.W. LINE N00°44'22"W 346.40 FEET TO THE POINT-OF-BEGINNING (P.O.B.) AND CONTAINS 3.68 ACRES.

WHEREAS, after providing public notice as required by City ordinance the Cedar City Planning Commission considered the proposed zoning amendment and found that the amendment is reasonably necessary, in the best interest of the public, and in harmony with the objectives and purposes of Cedar City's zoning ordinance. The Planning Commission has given the proposed zone change a positive recommendation conditioned upon the petitioner's engineer providing written verification to the City that the various owners of property subject to the proposed zone change consent to the proposed zone change; and

WHEREAS, the petitioner's engineer has provided signed documents demonstrating the consent from the land owners pursuant to the Planning Commission's recommendation; and

WHEREAS, the City Council after duly publishing and holding a public hearing to consider the proposed zoning amendment finds the proposed amendment furthers the City's

policy of establishing and maintaining sound, stable, and desirable development within the City, promoting more fully the objectives and purposes of the City's zoning ordinance, or correcting manifest errors.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's zoning designation is amended from General Commercial (GC) to Mixed Use (MU) on the approximately 3.68 acres described herein, and; City staff is hereby directed to make the necessary changes to the City's zoning map.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage by the City Council and published in accordance with State Law.

Dated this _____ day of February, 2016.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

13

MEMORANDUM

To: City Council

From: Steve Carter

Date: January 27, 2016

Subject: Surplus of the Rain Bird materials that have been replaced from
installation of the new Toro central control at Cedar Ridge G.C.

We have been replacing the old Rain Bird irrigation system with the new central control system from Toro at Cedar Ridge. As we have made these changes there are materials that we would like to surplus. These materials are:

- 28 Par Plus Timing Assembly (Face Plates)
- 3 Par Plus ES Full Satellites (up to 48 Station)
- 28 Par + Power Interface Module
- 63 Rom 8 station Module

Thank you for your time and support.

**CEDAR CITY COUNCIL
AGENDA ITEM - 14
DECISION PAPER**

TO: Mayor and City Council

FROM: Bryan Dangerfield, Events Coordinator

DATE: Feb. 3, 2016

SUBJECT: Consideration of City Participation Agreement with Utah Cycling Partnership to be Overall Start Headquarters and Stage 1 Finish for 2016 Tour of Utah

DISCUSSION:

Background

Cedar City was selected as the Overall Start Headquarters and Stage 1 Finish Line (Aug. 1), for the 2016 Tour of Utah. It was announced on Dec. 10, 2015, in Salt Lake City by the Larry H. Miller Tour of Utah staff. Details of the bid proposal were presented to City Council last Fall and after the bid was accepted, staff and legal counsel reviewed and made suggestions. Changes were placed into a formal agreement for consideration of City Council (see Appendix A).

Since last summer, the City Events Staff has been working on a bid proposal that is fiscally responsible and maximizes our community branding during the Tour of Utah.

With the cooperation of the Larry H. Miller Sports & Entertainment staff and the support of our community partners, Cedar City Brian Head Tourism Bureau, Iron County, Southern Utah University, Iron County Lodging Association and other local entities, the financial burden for the city was lightened sufficiently to make the bid feasible. A powerful and cohesive marketing effort will be a result of that collaboration as well.

This will be the third time Cedar City has hosted the UCI-sanctioned international cycling race (2013 and 2014). Past efforts to bring in the Tour of Utah to Cedar City and southern Utah have been lauded by tour staff and tourism professionals. It allows Utah to more fully expose the iconic Utah red-rock images more closely associated in the minds of far-flung national and international visitors.

Cedar City will be the Overall Start Headquarters with teams coming in a few days early to train and acclimate. Professional cycling teams will be treated to an "Olympic Village" feel when they stay in dorm rooms and eat in the cafeteria on the Southern Utah University campus. Stage 1, of the seven day stage race, begins on early on Monday, Aug. 1, at Zion Canyon Village and finishes after Noon in Cedar City. The official route will not be announced until

April. Team presentations will be held in the early evening on Saturday, July 30.

Impact to Community:

Being the Overall Start Headquarters maximizes the economic impact of the tour on the community because Tour of Utah staff, media, athletes and support personnel will begin coming in gradually over a seven-day period. Cedar City businesses will realize a significant direct economic impact from the sale of approximately 1,500 hotel room nights (Transient Room Tax). Additionally, the sale of food, supplies (Retail Sales Tax) and fuel to Tour staff, athletes, crew, media and spectators from out of town add direct economic impact.

The Tour of Utah hasn't announced the official route through Cedar City, but has hinted that they would like to do multiple laps in town to maximize the spectator benefit (makes for a more strategic race and spectators see riders multiple times).

Significant Branding Opportunity

We receive....

- ...30-second TV ad on Fox Sports 1 network
- ...community vignette during live broadcast
- ...Inside the Tour community factoid
- ...Smart Phone: The Tour Tracker app gives us exposure as a host city
- ...Print Media: Travel Utah (ride the routes) promotion
- ...Online: Facebook (40,000 page likes) and Twitter (12,000 followers) promotions
- ...Print: Official Guide Maps (10,000), Promotional Posters (3,000)
- ...Billboard: TOU/Utah Elevated/Cedar City co-op billboard in Las Vegas market
- ...TOU Main Street Banner with sponsors April to August, 2016.

Fox Sports 1, local TV sports coverage and more than 50 journalists covering the event give Cedar City, Iron County and Southern Utah, the opportunity to showcase its iconic scenery and venues. Branding our assets such as Cedar Breaks National Monument, Cedar Canyon, Centennial Celebration of the National Parks, Cedar City Main Street, SUU Most Outdoorsy University honors, and the brand new Beverly Taylor Sorenson Center for the Arts.

The UCI-sanctioned stage-race and live TV makes the Tour of Utah one of the more visible cycling events in North America. By hosting Stage 1 of the Tour of Utah, it will bring increased focus on the considerable consumer demand for Cedar City to become a prestigious hub for cycling, road racing, mountain biking, Fat Tire and hybrid bike events and tours.

Appendix A

Attached is the City Participation Agreement with Utah Cycling Partnership to be Overall Start Headquarters and Stage 1 Finish for 2016 Tour of Utah

**TOUR OF UTAH
CITY PARTICIPATION AGREEMENT
(OVERALL START HEADQUARTERS AND STAGE 1 FINISH: CEDAR CITY)**

This **Tour of Utah City Participation Agreement** (hereinafter referred to as the "Agreement") is entered into as of this 18th of November, 2015, by and between Utah Cycling Partnership, Inc., a Utah corporation ("TOU"), and **Cedar City Corporation** ("City"), a municipal corporation organized under the laws of the State of Utah. TOU and City are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party".

RECITALS:

WHEREAS, TOU owns the Tour of Utah, a multi-stage cycling race across the State of Utah (the "Tour");

WHEREAS, in connection with its ownership of the Tour, TOU has rights to certain marks, logos, and other distinctive indicia of the Tour;

WHEREAS, TOU has contracted Medalist Sports, LLC ("Medalist") to assist with presenting, organizing and coordinating the Tour and developing its route and to utilize the Tour Marks (as hereinafter defined) in connection therewith;

WHEREAS, City wishes to acquire the rights and benefits of hosting, the Host City Stage (as that term is defined herein) and to undertake all of the obligations related to such hosting, all under the terms and conditions of this Agreement; and

WHEREAS, TOU wishes to grant such rights to City under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. Designation of Host City and Location of Host City Stage. TOU licenses to City (the "Host City") the right to host the Stage 1 Finish (the "Host City Stage") for the Tour to be held in August 2016. The 2016 Tour is scheduled from August 1-7, 2016 and the Host City Stage is scheduled to occur in the city of **Cedar City on Monday, August 1st**. Host City accepts such license and agrees to exercise such license to host the Host City Stage and to undertake and perform the Host City Obligations, as defined hereinafter and as set forth more specifically in Section 4 of this Agreement. The Host City Stage shall be held at a location in Cedar City, Utah which shall be subject to the prior review and approval of TOU (the "Host City Stage Location").

2. Term. The term of this Agreement shall begin as of the date first set forth above (the "Effective Date") and, unless earlier terminated in accordance with the terms set forth herein, shall continue through and including September 18, 2016 (the "Term").

3. CITY REQUIREMENTS. City shall be subject to the following requirements:

- a. General. At all times during the Term of this Agreement, City will not discriminate in any way on the basis of age, sex, race, national origin, handicap, religion or any other characteristic protected by state and federal law, in the conduct of its activities.
- b. Structure. City will be led by one or more chairperson(s) who will be primarily responsible for performance of City's obligations under this Agreement. Such chairperson(s) shall ensure that City's representatives relating to the Tour include individuals with experience in the following areas and whose responsibilities shall be as follows for the Host City Stage in Cedar City. (City has the option to have one individual handle more than one responsibility):

Operations Director
Technical Director
Media/PR Director
Marketing and Promotions Director
Volunteer Director
Sponsorship Director
VIP/Hospitality Director
Education/Community Outreach Director
Ancillary Events and Ceremony Director

4. Host City Obligations. In consideration of the license granted by TOU to City to host the Host City Stage as set forth in Section 1 and the Host City Benefits (as defined below in Section 5 of this Agreement), and in addition to those other obligations set forth in this Agreement, Host City agrees to undertake and perform the following obligations (collectively, the "Host City Obligations"):

- a. Implementation in Accordance with Planning Manual. Host City shall provide assistance in accordance with the 2016 Planning Manual for the Tour (the "Planning Manual"), which shall be furnished by TOU to Host City following execution of this Agreement.
- b. Publicity and Promotion. Host City shall use its best efforts to publicize the Tour and the Host City Stage through all local media.
- c. Host City Obligation Specifications. Host City shall provide the following in accordance with the operational and technical specifications set forth on Exhibit "A" hereto:

(1) Auxiliary Space and Equipment for Tour Requirements: Those types of areas, premises and equipment, and for the time period designated on Exhibit "A" hereto;

(2) Police Services: Local police services to work in coordination with the Utah Highway Patrol and Utah Department of Transportation, as well as TOU

representatives and City volunteers, to provide for safe road closure, fixed-post positions, traffic and crowd control and general public safety;

(3) Public Works and Road Services: Support police efforts to ensure road closure and course safety;

(4) Permits: All local permits and fees for operation of the Tour in Host City's locale and presentation of the Host City Stage, including but not limited to special event permits, parking permits, road closure and use permits, and concession sales permits;

(5) EMS/EMT Services: Emergency medical services and emergency medical technicians to serve the general public at and on the day of the Host City Stage in City;

(6) Portable and/or Public Restrooms: Portable (e.g., port-o-johns) or public restroom facilities on the day of the Host City Stage in a number and locations to be determined by TOU representatives;

(7) Waste Management/Trash Removal/Recycling: Waste management, trash removal services and recycling following conclusion of the Host City Stage in City; and

(8) Volunteers: Recruitment of that number of volunteers designated on Exhibit "A" hereto to assist local police and TOU personnel with various functions to be designated by TOU representatives. Host City will be responsible for the selection and training of its volunteers. All volunteers will be expected to perform their assigned duties and services in a professional and highly competent manner, to the best and full limit of their abilities at all times and in accordance with the highest quality standards, applicable law and the rules and regulations established by Host City and TOU. All volunteers will be required to sign the "2016 Volunteer Waiver and Release of Liability, Assumption of Risk, Covenant Not to Sue, and Indemnity Agreement" form for the Tour.

d. Tour Course Layout and Host City Stage Location. Host City will assist TOU in obtaining a design and layout of that portion of Cedar City and Iron County (if applicable) through which the Tour course will run and provide access to such course without imposition of any site fees.

e. Ambush-Free Zone. Host City will work with TOU to create a zone which consists of the Host City Stage Location and a radius around the Host City Stage Location (the "Ambush-Free Zone") that shall be free from temporary merchandise vending, temporary advertising, and temporary signs and inflatable items. Nothing herein shall obligate Host City to take any actions as it relates to permanent retail establishments in the Ambush-Free Zone. The perimeter of the Ambush-Free Zone should be within a 1-block radius of the Finish area.

f. Ambush Marketing. Host City agrees to use its commercially reasonable efforts to: (1) minimize the "ambush marketing" of Tour Sponsors (hereinafter defined) and Local Stage Sponsors (hereinafter defined) in and around City and the Host City Stage Location during the Tour; and (2) prevent Commercial Exploitation Rights (as

hereinafter defined) identified with City from being granted by any governmental agency to any entity that is not a Tour Sponsor during the period commencing two (2) weeks prior to, through Tuesday following the conclusion of the Tour; and (3) prevent other City-controlled and conflicting major sporting, civic or cultural events from being scheduled in City during the week prior to, through the week following, the Tour, unless such major sporting, civic or cultural events are approved in writing by TOU and under such conditions as TOU may specify.

g. Merchandise Counterfeiting and Trademark Enforcement. Host City shall cooperate with TOU in preventing unauthorized use of the Tour Marks, admissions for the Host City Stage and other intellectual property and the sale or distribution of unlicensed merchandise bearing the Tour Marks or any other reference to the Tour. Such commitment shall apply and be in force during the Term of this Agreement, particularly with respect to the period beginning August 1st prior to the Tour and continuing through thirty (30) days following the Tour. Host City will cooperate with TOU by permitting TOU the right to pursue (at its expense) legal enforcement measures to prevent unauthorized use of the intellectual property regarding the Tour, including but not limited to action against any seller or distributor of unlicensed merchandise. Host City, in conjunction with appropriate governmental entities, will help to identify and communicate information to TOU regarding unauthorized use of the intellectual property of the Tour, including but not limited to sales or distribution of unlicensed merchandise. The decision to pursue civil legal action or settle claims against an unauthorized user of the intellectual property of the Tour or against a seller or distributor of unlicensed merchandise will be at the sole discretion of TOU.

h. Media and Marketing Plan Cooperation. Host City will cooperate with the media and marketing plan of TOU and its contractors, and any designated public relations entity, including accommodating television broadcasters, Tour Sponsors, and other persons and entities to whom and to which TOU has granted and will grant rights.

i. Tour Sponsor Recognition. Host City agrees that Tour Sponsors shall have the right to have recognition and visibility at the Host City Stage Location and that TOU shall determine placement of signage, recognition and visibility.

j. Ancillary Events. Before staging any ancillary events in connection with the rights set forth in this Agreement, Host City shall obtain the prior written approval of TOU for the type, location and anticipated size of the event as well as sponsors.

k. Sale of Merchandise. Host City agrees that no merchandise other than that designated by TOU will be sold on-site at the Host City Stage Location during the Tour without the prior written consent of TOU.

l. Reference to Name of Tour. Host City shall refer to the Tour by the exact name supplied by TOU from time-to-time, including any title or presenting sponsor identification (should title or presenting sponsorship rights be granted), and shall include, in all agreements that Host City may enter into with third parties, a requirement that all third parties utilize the exact name for the Tour supplied by TOU from time-to-time. Notwithstanding anything to the contrary herein, if the name or logo of the Tour is changed after Host City has created Tour related identification, Host City shall not be required to recreate the Tour related identification.

m. Proposed Host City Contracts. Host City shall submit to TOU for prior review and approval, such approval not to be unreasonably withheld, denied or conditioned, all material contracts that Host City proposes to enter into with respect to: (1) the obligations undertaken by Host City in connection with the Tour; and (2) Host City's organization of any ancillary events. All such proposed Host City contracts shall be subject to the terms of Section 8 of this Agreement.

n. Anti-Gouging Provisions. Host City shall exercise commercially reasonable efforts to ensure that hospitality services (including lodging and restaurants) are provided at reasonable prices for visitors and tenants.

o. Guidelines and Amendments. All services and other activities required to be performed or provided by Host City described in this Agreement will be performed or provided in compliance with all reasonable and customary guidelines, standards, policies and directives (collectively, "Guidelines") developed and issued by TOU from time to time. Host City recognizes that, while the contents of the Planning Manual issued by TOU represents the current position of TOU on such matters, such material may evolve as a result of technological and other changes, some of which may be beyond the control of the Parties to this Agreement. TOU reserves the right to propose amendments to this Agreement to address such changes. Should amendments to this Agreement or the Guidelines result in adverse effects on the financial or other obligations of Host City, it will so inform TOU in writing and TOU will then negotiate with Host City in order to address such adverse effects in a mutually satisfactory manner.

p. Promotion of Goodwill. Host City agrees to conduct the activities contemplated by this Agreement and the Planning Manual in such a way as to promote the goodwill associated with the Tour, the Host City Stage and the Host City Stage Location, and TOU Sponsors, and will not at any time disparage the good name, reputation, or image of the Tour, the Host City Stage and the Host City Stage Location, TOU, the State of Utah, or the Tour Sponsors.

q. Credentials. TOU shall be responsible for producing credentials of all types for the Tour, including the Host City Stage and Host City Stage Location and further including credentials for members of the media and operational personnel, which credentials shall be produced at the sole expense of TOU. TOU shall be responsible for all decisions regarding to whom media, VIP and operational credentials should be issued and shall establish all rules and regulations regarding media access to the Tour, the Host City Stage and the Host City Stage Location.

r. Other Services. Host City will provide those other services and undertake those other obligations set forth in Exhibit "A" attached hereto and incorporated herein by this reference, as well as those that may be reasonably requested by TOU after consultation with Host City.

5. Host City Benefits. In consideration of the agreement by Host City to undertake and perform the Host City Obligations, TOU agrees to provide the following recognition and benefits to and for the benefit of Host City (collectively referred to as the "Host City Benefits"):

a. Recognition. Include recognition for Host City in the official Tour Guide, Tour web site, in a press conference announcing that Host City has agreed to serve as the host for the Host City Stage of the Tour and other marketing materials, as outlined by TOU;

b. Hospitality. Provide a designated number of credentials for and grant access to VIP hospitality area that TOU intends to create;

c. Local Sponsorship. Provide local sponsorship opportunities for Host City to utilize, as a means of fundraising, in accordance with the terms of Section 7 of this Agreement; and

d. Ancillary Events. Establish activities ancillary to the Host City Stage within City for the promotion of the State of Utah and Host City, subject to the prior review and written approval of TOU.

6. Financial.

a. Tour Revenues. Host City acknowledges and agrees that TOU shall be entitled to retain all revenues attributable to the Tour, the Host City Stage and the Host City Stage Location, except as may be specifically set forth in Sections 6c and 7 of this Agreement.

b. Expenses. Host City agrees that it shall be responsible for the entire cost and expense of undertaking and performing those Host City Obligations listed in Section 4c of this Agreement and in otherwise discharging its obligations under this Agreement.

c. Local Revenues.

(1) Parking. Host City may offer parking for spectators for the Host City Stage. Host City may retain all revenues from such parking and shall be responsible for all parking expenses.

(2) Food and Beverage Concessions. Subject to certain VIP hospitality to be offered exclusively by TOU, Host City may offer food and beverage concessions at the Host City Stage Location for purchase. Host City may retain all revenues derived from food and beverage concessions and shall be responsible for all expenses attendant to such concessions.

(3) Ancillary Events. Host City may create, organize and present events ancillary to the Host City Stage, provided TOU has approved such events in advance in writing, and Host City may retain all revenues generated thereby. Host City shall be responsible for all expenses of creating, organizing and presenting such ancillary events.

7. Local Sponsorships. Host City acknowledges and agrees that TOU holds and retains superior rights to grant sponsorships for the Tour, including for a title and presenting sponsor as well as for sponsorships which will grant recognition for the entire Tour (collectively, the "Tour Sponsors"). Notwithstanding the foregoing, TOU grants to Host City a license to solicit and secure local sponsors to support the activities of Host

City in connection with the Host City Stage, in accordance with the following terms and conditions:

a. Designation. Each local sponsor may be given the designation "Local Stage Sponsor," to the exclusion of any other sponsorship designation. A Local Stage Sponsor may neither be referred to nor describe its involvement with the Host City Stage by any other designation, including but not limited to a sponsor of the Tour or a local sponsor of the Tour.

b. Sponsorship Levels. Host City may create one or more sponsorship levels for Local Stage Sponsors, including a local presenting sponsor.

c. Local Sponsorship Guidelines. Sale of Local Stage Sponsor rights shall be subject to the following guidelines:

(1) TOU Approval. TOU shall have the right of prior review and prior written approval over the identity of all proposed Local Stage Sponsors as well as recognition and benefits to be provided by Host City to such Local Stage Sponsors. Host City acknowledges that such review and approval is necessary to avoid conflicts between Tour Sponsors and Local Stage Sponsors.

(2) Sponsorship Priority. The title sponsor of the Tour as well as all other sponsors of the Tour designated by TOU shall have priority over and rights superior to that of any Local Stage Sponsor.

(3) Submission of Materials to TOU. Host City must submit all prospective sponsor lists and packages, art work, copy and designs to TOU for approval in advance.

(4) Use of Tour Marks. Host City has no authority to grant a sublicense to, and Local Stage Sponsors shall have no right to use the Tour Marks at any time.

(5) Recognition of Tour Sponsors. Host City shall facilitate that recognition of Tour Sponsors as designated by TOU and the LOC Sponsorship Benefits Strategy/Asset List.

(6) No Other Recognition. Local Stage Sponsors shall not receive any endorsements from individual athletes participating in the Tour without the involved athlete's prior permission, nor will Local Stage Sponsors be guaranteed broadcast exposure of any type.

8. Required Clauses. Notwithstanding the obligations of Host City pursuant to Section 4m of this Agreement, Host City agrees that, in each and every transaction that City enters into with regard to the Tour, the Host City Stage, the ancillary events, or rights related to either the Tour, the Host City Stage, or the ancillary events, the following required clauses will be incorporated:

a. Commercial Identification Prohibition. Unless otherwise agreed in writing by TOU, all parties contracting with or providing goods or services to Host City

in connection with the Host City Stage or the Tour and/or any ancillary events related thereto must agree that neither they nor their affiliates, agents, representatives, employees, suppliers or subcontractors shall commercially exploit in any manner the nature of their transaction or the goods and/or services provided to Host City for the Host City Stage or the Tour, including without limitation: (1) by referring to the transaction or the goods or services, Host City, the Host City Stage or the Tour and/or ancillary events related thereto in any sales literature, advertisements, letters, client lists, press releases, brochures or other written, audio or visual materials; or (2) by using or allowing the use of the Tour Marks or any other service mark, trademark, copyright or trade name now or which may hereafter be owned or licensed to signify the Tour in connection with any service or product; or (3) by otherwise disclosing their affiliation with Host City or the Host City Stage or the Tour and/or ancillary events related thereto for a commercial purpose.

b. Clearances and Licenses. Each party contracting with or providing goods or services to Host City in connection with the Host City Stage or the Tour or events which Host City hosts or associates with during the Host City Stage and/or ancillary events related thereto must agree that the party is responsible for providing all clearances, licenses, permissions and consents (including without limitation all music clearances, synchronization rights, union and guild fees and the like) as may be necessary for the party to perform its contractual obligations with regard to all such events, to the extent permitted by TOU, in any and all media and in any and all forms, whether now known or hereafter developed.

c. Indemnification. Every party contracting with or providing goods or services to Host City in connection with the Host City Stage of the Tour and/or ancillary events related thereto must agree to release, indemnify, defend and hold harmless TOU, Medalist, each designated public relations entity, the State of Utah, Union Cycliste Internationale (“UCI”), and all Tour Sponsors, and their respective parent, subsidiary, and affiliated companies and each of their respective shareholders, members, trustees, partners, officers, directors, agents, volunteers, employees, and other representatives (collectively, the “TOU Parties”) from and against any claims, demands, damages, liabilities, lawsuits, losses or expenses, including without limitation, interest, penalties, reasonable attorney’s fees, and all amounts paid in the investigation, defense or settlement of any or all of the foregoing (“Claim” or “Claims”) resulting from, arising out of or in connection with the contracting party’s obligations to Host City or the provision of goods or services to Host City.

d. Compliance with Law. Every party contracting with or providing goods or services to Host City in connection with the Host City Stage or the Tour and/or ancillary events related thereto must agree to comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having or claiming jurisdiction) applicable to the performance of such party’s obligations to Host City.

e. Exculpation Clause. Every party contracting with or providing goods or services to Host City in connection with the Host City Stage or the Tour and/or ancillary events related thereto must agree to look solely to the assets of Host City for any recourse, and not those of TOU or any other of the TOU Parties (as defined in Section 8c above).

f. Insurance. Every party contracting with or providing goods or services to Host City in connection with the Host City Stage or the Tour and/or ancillary events related thereto must agree to maintain, at no cost to TOU or the TOU Parties, appropriate insurance coverage for Claims arising out of the contracting party's operations, personnel, products and services. All such insurance provided by each contracting party shall (1) be primary to and non-contributory with any insurance maintained by Host City, TOU and the TOU Parties; (2) be written by insurance companies with ratings of "A" or better in the latest edition of the A.M. Best key rating guide; and (3) provide that coverage may not be materially changed, reduced or cancelled unless thirty (30) days prior written notice thereof is furnished to Host City and TOU. All liability policies shall be endorsed to name Host City, TOU, Medalist and the TOU Parties as Additional Insureds, and shall include a waiver of subrogation in favor of the Additional Insureds. Each contracting party shall be solely responsible for the costs of all deductibles under such policies and shall remain solely and fully liable for the full amount of any Claims not covered by insurance. Each contracting party shall provide Host City and TOU with certificates of insurance certifying that the appropriate insurance, as described in Section 20c below, is in place and that the policies have been properly endorsed to meet the insurance requirements.

9. Licenses to Use Marks.

a. Tour Marks.

(1) Acknowledgements Regarding Tour Marks. Host City acknowledges TOU retains the rights to sell title and presenting sponsorships in and to the Tour and, in such event, to incorporate the name and/or marks of such title and/or presenting sponsor into the Tour Marks or to develop new marks and logos for the Tour, acknowledging such title and/or presenting sponsor's relationship with and support for the Tour. Host City acknowledges the foregoing and that the term "Tour Marks" as used herein may also refer to the Tour Marks as such may be expanded to include the name and/or marks of a title and/or presenting sponsor of the Tour. Upon being advised by TOU of a change to the Tour Marks in the event of a sale of title or presenting sponsorships, Host City agrees to utilize the updated Tour Marks with the name and/or marks of a title and/or presenting sponsor, all as designated by TOU.

(2) License to Use Tour Marks. TOU hereby grants to Host City a limited non-exclusive license to use the name, logos, trademarks, service marks, designs, product and service identification, artwork and other symbols and distinctive indicia associated with the Tour and identified in Exhibit "B" hereto (the "Tour Marks") during the Term of this Agreement, in accordance with the terms of this Agreement and the Tour Marks Guidelines set forth in Section 9a(6) herein below, solely at or in connecting with the site of the Host City Stage, including the Host City Stage Location. The foregoing license is subject to the right of TOU to review and approve in advance all such uses of the Tour Marks. Host City shall have no right to assign, license or "pass-through" rights to use the Tour Marks to any other person or entity. In exercising this license to use the Tour Marks and in each and every reference to the Tour, Host City shall utilize the Tour Marks and the exact name of the Tour designated by TOU, which shall include the name of any title and/or presenting sponsor. The Parties acknowledge and agree that, upon the

expiration or termination of the Term of this Agreement, Host City shall cease to use the Tour Marks.

(3) License Does Not Extend to Merchandise. Host City shall not manufacture or sell, or license the manufacture or sale of, any promotional or other merchandise which bears the Tour Marks.

(4) Acknowledgements Regarding Goodwill. Host City acknowledges the great value of goodwill associated with the Tour Marks. Host City acknowledges that the goodwill attached to the Tour Marks belongs exclusively to TOU. Host City agrees that any and all goodwill and other rights that may be acquired by the use of the Tour Marks by Host City shall inure to the benefit of TOU.

(5) No Disparagement by Host City. Host City will not, at any time, disparage, dilute or adversely affect the validity of the Tour Marks or take any action, or otherwise suffer to be done any act or thing which may at any time, in any way materially adversely affect any rights of TOU in or to the Tour Marks, or any registrations thereof or which, directly or indirectly, may materially reduce the value of the Tour Marks or detract from their reputation. This section shall not be interpreted to preclude any action or proceeding by Host City to enforce or defend its rights under this Agreement and shall not preclude Host City or its representatives from communicating information, which Host City reasonably determines to be factually accurate, pertaining to the Tour, its organizers or sponsors.

(6) Tour Marks Guidelines. Any use of the Tour Marks during the Term shall be further subject to the following conditions and limitations (collectively, the "Tour Marks Guidelines"):

(a) The Tour Marks shall be used in accordance with the Graphics Standards Manual, published by TOU from time-to-time;

(b) Host City shall not use the Tour Marks in any manner that is misleading or that reflects unfavorably upon the reputation of the Tour, TOU, the State of Utah or any competitor in the Tour or in any manner that is contrary to applicable laws and regulations, including, without limitation, those relating to truth in advertising and fair trade practices;

(c) Host City shall not (i) permit any tradename or mark of a third party to appear in conjunction with Host City's materials that display any of the Tour Marks; or (ii) participate with any third party in a promotion using the Tour Marks or permit the Tour Marks to be used in a manner that could be reasonably interpreted as a promotion or endorsement of a third party's products or services;

(d) Host City shall not use the Tour Marks without the appropriate trademark or copyright designation as required by TOU;

(e) Host City acknowledges that its selection to host the Host City Stage is not based upon the results of any quality comparison between Host City and any other municipality within the State of Utah, and agrees that it shall not represent

otherwise to any third party or use the expressions "selected," "approved," "warranted," "preferred," or "consented to" by the Tour or any similar endorsement;

(f) Host City shall not use the license granted under this Agreement in any comparative advertising; and

(g) Host City shall not, after the expiration or termination of this Agreement, use any slogan or graphic device that was developed for use in conjunction with the Tour Marks if such slogan or graphic device implies an ongoing association with the Tour.

b. Host City Marks.

(1) License to Use Host City Marks. Host City hereby grants to TOU a limited non-exclusive license to use the name, logos, trademarks, service marks, designs, product and service identification, artwork and other symbols and distinctive indicia of Host City and identified in Exhibit "C" attached hereto (the "Host City Marks") during the Term of this Agreement in accordance with the terms of this Agreement and the Host City Marks guidelines in accordance with Section 9b(2) of this Agreement, specifically to provide Host City with the Host City Benefits. The foregoing license is subject to the right of Host City to review and approve in advance all such uses of the Host City Marks. TOU shall have no right to assign, license or "pass-through" rights to use the Host City Marks to any party, except as necessary to fulfill its obligations set forth in this Agreement. The Parties acknowledge and agree that, upon the expiration or termination of the Term of this Agreement, TOU shall discontinue any use of the Host City Marks and TOU may continue to use the Tour Marks.

(2) Host City Marks Guidelines. TOU shall utilize the Host City Marks pursuant to the license granted herein in accordance with those graphics standards supplied by Host City to TOU in writing from time-to-time.

10. Trademarks.

a. Tour Marks.

(1) The Tour Marks, specifically including but not limited to the words "Tour of Utah", are and shall remain the property of TOU and TOU shall take all steps reasonably necessary to protect such Tour Marks, which steps may include registrations through the United States Patent and Trademark Office ("PTO") and foreign registrations, as it deems desirable and through reasonable prosecution of infringements.

(2) The rights licensed by TOU to Host City with respect to use of the Tour Marks shall convey license rights only and shall convey no rights of ownership in or to the Tour Marks.

(3) TOU represents and warrants that it has the right to use the Tour Marks, specifically including but not limited to the words "Tour of Utah," and to license the use of the Tour Marks to Host City as set forth in Section 9a of this Agreement.

(4) Host City acknowledges TOU shall own all right, title and interest in and to the Tour Marks. TOU shall have the right to take all steps reasonably necessary to protect the Tour Marks through appropriate state and PTO registrations and such foreign registrations as it deems desirable and through reasonable prosecution of infringements. TOU shall be the record owner of all such registrations for the Tour Marks. Host City shall cooperate as reasonably necessary to assist TOU in obtaining such trademark protection and in prosecuting any alleged infringements of the Tour Marks.

b. Host City Marks.

(1) The Host City Marks are and shall remain the property of Host City and Host City shall take all steps reasonably necessary to protect such Host City Marks through state, PTO and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

(2) Host City represents and warrants that it has the right to use the Host City Marks and to license the use of the Host City Marks to TOU for use in connection with the Tour and to provide the Host City Benefits.

(3) The rights granted to TOU by Host City with respect to use of the Host City Marks shall convey license rights only and shall convey no rights of ownership in or to the Host City Marks.

11. Merchandising. The Parties acknowledge and agree that TOU shall be the sole licensor of all Tour-related merchandise bearing the Tour Marks and/or otherwise relating to the Tour in any way (the "Tour-Related Merchandise"). Host City shall have the right to purchase Tour-Related Merchandise from the licensee for such Tour-Related Merchandise at amounts to be agreed upon by and among TOU, Host City and such licensee, but shall have no right or license to manufacture or distribute Tour-Related Merchandise or any other merchandise bearing the Tour Marks.

12. Approvals.

a. Host City agrees to submit to TOU for its prior written approval all proposed uses of the Tour Marks that Host City wishes to make pursuant to the limited license granted to Host City in this Agreement, including but not limited to submission of representative samples of all advertising, promotional and other materials to be used in connection with Host City's products and services as well as any premiums that Host City may wish to use containing the Tour Marks. If Host City's request is not responded to by TOU within ten (10) business days after TOU has received the material from Host City, Host City shall provide written notification to TOU of such fact and Host City agrees that any such proposed materials shall be deemed denied if Host City's request is not responded to within five (5) business days following TOU's receipt of such written notice. Host City shall not distribute any material without the prior written approval of TOU.

b. Host City shall supply free of charge to TOU for administrative and archival purposes two (2) originals of all advertising, promotional or other materials in connection with the products and services to be used by Host City in connection with the licenses granted under this Agreement.

c. All requests for approval, including representative samples of all advertising, promotional and other materials, shall be sent to TOU at the address for notices under this Agreement to the attention of the individual designated to receive notices for TOU.

13. Broadcast and Media Rights; Other Commercial Exploitation of Tour. As between Host City and TOU, TOU controls all rights to distribute, promote, market and otherwise commercially exploit the Tour and the Host City Stage by means of any and all audio, visual and audiovisual media of all types, including but not limited to television, radio, Internet, print and wireless devices, as well as with respect to sponsorship, licensing, hospitality, merchandising, and other marketing rights with respect to the Tour ("Commercial Exploitation Rights"), and Host City will not purport to grant or license any such Commercial Exploitation Rights to a third party without the prior express written approval of TOU.

14. Ownership and Protection of Intellectual Property.

a. Ownership of Intellectual Property.

(1) Subject to the terms of Section 10 of this Agreement, each Party shall own all right, title and interest in and to all intellectual property created by or on behalf of such Party in connection with this Agreement, including without limitation, all logos, names, ideas, concepts, creative materials, promotional materials, advertising and graphics, including all copyrights and proprietary rights therein, and any inventions and discoveries first conceived or developed by the Party in connection with its performance under this Agreement, whether or not protected by patent, trade secret or copyright, subject to the ownership rights of the other Party to such other Party's trademarks to the extent that such are incorporated into such intellectual property (such property being collectively referred to as the "Intellectual Property"). That Intellectual Property which has been or will be created by or on behalf of Host City is referred to as the "Host City Intellectual Property" and that Intellectual Property which has been or will be created by or on behalf of TOU is referred to as the "Tour of Utah Intellectual Property."

(2) Notwithstanding the foregoing, the Parties acknowledge and agree that the Tour Marks and the distinctive colors, concepts, indicia and look displayed by TOU throughout the Tour and by TOU in its regular business operations and materials shall constitute Tour of Utah Intellectual Property and therefore be owned by TOU. Host City expressly acknowledges that the Parties have agreed that all copyrightable aspects of the Tour of Utah Intellectual Property are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), of which TOU is to be the "author" within the meaning of the Act. All such copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by TOU as its creation, and Host City expressly disclaims any interest in any of them. Host City expressly acknowledges that it is not a joint author and that the Tour of Utah Intellectual Property and all other work created by TOU hereunder are not joint works under the Act.

(3) In the event (and to the extent) that any Tour of Utah Intellectual Property or any part or element thereof is found as a matter of law not to be "work made for hire" within the meaning of the Act, Host City hereby conveys and assigns to TOU the sole and exclusive right, title and interest in the ownership to all such Tour of Utah Intellectual Property, and all copies of it, without further consideration, and agrees to assist TOU's efforts to register, and from time to time to enforce, all patents, copyrights, and other rights and protections relating to the Tour of Utah Intellectual Property in any and all countries. To that end, Host City agrees to execute and deliver all documents requested by TOU to evidence any assignment as well as otherwise in connection therewith.

(4) Host City understands that the term "moral rights" means any rights of paternity and integrity, including any right to claim authorship of a copyrightable work, to object to a modification of such copyrightable work and any similar right existing under the judicial or statutory law of any country or under any treaty, regardless of whether or not such right is referred to as a "moral right," including, without limitation, the rights of attribution and integrity in works of visual art pursuant to 17 U.S.C. § 106A. Host City irrevocably waives and agrees never to assert any moral rights Host City may have in the Tour of Utah Intellectual Property, even after any termination or expiration of this Agreement.

(5) The Parties agree to affix appropriate copyright and trademark notices as reasonably designated by the other, together with their own notices as appropriate, on the Tour of Utah Intellectual Property to identify TOU as the owner of the Tour of Utah Intellectual Property and Host City as the owner of the Host City Marks.

b. Protection of Intellectual Property.

(1) Host City acknowledges that it has no right, title or interest in the Tour Marks and that nothing in this Agreement shall be construed as an assignment to Host City of any right, title or interest in the Tour Marks, except the license to use of the Tour Marks as provided in this Agreement.

(2) Host City agrees that TOU shall have the sole right to determine whether any action should be taken to terminate unauthorized use of the Tour Marks or to settle any proceeding brought by TOU to terminate such unauthorized use. All proceeds from any enforcement action shall belong exclusively to TOU.

(3) TOU and Host City agree to assist each other in the defense of any proceeding or claim with respect to the use of any Tour Marks by Host City in accordance with the terms of this Agreement. TOU agrees to defend, at its expense, any such proceeding or claim on behalf of Host City. Host City shall be permitted to retain, at its expense, separate counsel in such defense.

15. Reservation of Rights. TOU reserves all rights not expressly licensed to Host City under this Agreement. Any and all rights of TOU, including those in and to the Tour and the Tour Marks, not expressly granted to Host City under this Agreement are reserved to TOU and may be exercised, marketed, exploited or disposed of by TOU concurrently with the Term of this Agreement in such form and manner as TOU wishes.

Host City acknowledges and agrees that this Agreement does not convey or grant to Host City any rights of ownership in or management of the Tour, TOU or the Tour Marks.

16. Representations and Warranties.

a. By TOU. TOU represents and warrants that:

(1) It has the full right, power and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person, that there are no other agreements or commitments, oral or written, that will interfere with its full performance hereunder and that it will fully comply with all federal, state and local laws, rules and regulations applicable to the day-to-day conduct of its business and to its obligations and performances hereunder;

(2) The Tour Marks do not infringe the trademarks or other proprietary rights of any other person or entity;

(3) Any materials created under the control, direction or supervision of TOU shall be original, shall be owned by TOU and shall not infringe any third party copyright or trademark; and

(4) It will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Tour.

b. By Host City. Host City represents and warrants that:

(1) Host City has the full right, power and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person, that there are no other agreements or commitments, oral or written, that will interfere with its full performance hereunder and that it will fully comply with all federal, state and local laws, rules and regulations applicable to the day-to-day conduct of its business and to its obligations and performances hereunder;

(2) Host City owns or has the authority to grant to TOU a license to use the Host City Marks;

(3) The Host City Marks do not infringe the trademarks or other proprietary rights of any other person or entity;

(4) Any materials created under the control, direction or supervision of Host City shall be original, shall be owned by Host City and shall not infringe any third party copyright or trademark; and

(5) Host City will exercise its best efforts to ensure that City officials, employees and other representatives and Host City officers, directors, employees, volunteers, agents, representatives, and contracted parties promote and protect the goodwill of the Tour and not engage in conduct which is detrimental to the Tour, the Tour Sponsors, TOU and/or the TOU Parties. This section shall not be interpreted to

preclude any action or proceeding by Host City to enforce or defend its rights under this Agreement and shall not preclude Host City or its representatives from communicating information, which Host City reasonably determines to be factually accurate, pertaining to the Tour, its organizers or sponsors.

17. Indemnification.

a. By TOU. TOU shall indemnify, defend and hold harmless Host City, its affiliates, and their respective officers, directors, partners, shareholders, members, agents, employees, and other representatives, from and against any and all Claims arising out of, based on or in any other manner related to: (1) the breach of any representation, warranty, material covenant or obligation of TOU under this Agreement; (2) any negligent act, negligent omission or willful conduct by TOU; and (3) any Claim that the Tour Marks or other Tour of Utah Intellectual Property infringe upon any patent, copyright, trademark, trade secret or any other right of a third party.

b. By Host City. Host City shall indemnify, defend and hold harmless TOU, Medalist, the State of Utah, UCI, and Tour Sponsors, and their respective parent, subsidiary and affiliated companies, and each of their respective officers, directors, partners, trustees, shareholders, members, agents, employees, volunteers and other representatives (collectively, the "TOU Indemnified Parties"), from and against any and all Claims arising out of, based on or in any other manner related to: (1) the breach of any representation, warranty, material covenant or obligation of Host City under this Agreement; (2) any negligent act, negligent omission or willful conduct by Host City; (3) the products, services, and other deliverables provided by Host City and its employees, volunteers, agents, representatives and contractors in carrying out its obligations under this Agreement, provided, however, that Host City shall not be responsible for indemnification resulting from road conditions of State of Utah maintained highways and roads; (4) the exercise by Host City of its rights and the Host City Benefits under this Agreement, including but not limited to any parking, food and beverage concessions, ancillary events or local sponsorships organized by Host City; (5) any advertiser's liability or other claim arising out of or in connection with the unauthorized use by Host City of the Tour Marks, including but not limited to any claim based upon an allegation of sponsorship or guaranty by TOU of City; (6) a claim that the Host City Marks infringe upon any patent, copyright, trademark, trade secret or any other right of a third party; and (7) the failure or alleged failure by Host City to comply with all laws relating to labor relations, fair employment practices, safety and similar rules and regulations, including without limitation, the requirement of the Occupational Safety and Health Act (OSHA) of 1970 and with all Equal Employment Opportunity (EEO) provisions as required by law, regulation or executive order. Notwithstanding the foregoing, this indemnification shall not extend to or include any claims, damages, suit or attorney fees arising out of any claim or allegation that any of the routes, roads, trails or other parts of the Tour course were negligently designed or selected. Prior approval by TOU of the use of the Tour Marks or other matters as to which TOU approval is required under this Agreement shall not affect TOU's right to indemnification as to such usage.

c. Procedure Regarding Indemnification. Each Party shall give the other Party prompt written notice of any Claim coming within the scope of any indemnity expressly set forth in this Agreement. Upon written request of any indemnitee, the indemnitor will assume defense of any such Claim, action or proceeding. The indemnitee

shall cooperate with the indemnitor in the investigation, defense and/or settlement of any such Claim. The indemnification obligations in this Section 17 of this Agreement shall survive the expiration and/or termination of this Agreement.

18. Termination.

a. Default. Either Party may terminate this Agreement, at its option, upon written notice to the other Party, upon the occurrence of one or more of the following events (the "Termination Events"):

(1) Material breach of any covenant, agreement, representation, warranty, term or condition of this Agreement, if such breach has not been waived in writing and if such breach is not cured or remedied by the breaching Party to the other Party's reasonable satisfaction within thirty (30) days after delivery of written notice specifying the nature of the breach, or if the Parties agree that the breach is not capable of being cured or remedied within said thirty (30) days, then within the time period mutually agreed to by the Parties in a jointly approved plan of corrective action developed within thirty (30) days after the delivery of written notice to the breaching Party specifying the nature of the breach;

(2) A Party becomes insolvent, fails to pay its debts or perform its obligations in the ordinary course of its business as they become due, admits in writing its insolvency or inability to pay its debts or perform its obligations as they become due, or becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership or general assignment for the benefit of creditors, provided that, if such condition is assumed involuntarily, it has not been dismissed with prejudice within sixty (60) days after its commencement; or

(3) A Party is the subject of public controversy of such a magnitude that such Party's association with the other Party pursuant to this Agreement creates a negative association for such other Party, in the reasonable judgment of such other Party, in which case the other Party may terminate this Agreement without cost or penalty.

(4) By TOU, in the event that, in its sole discretion, the Tour as a whole, or the inclusion of the Host City Stage in the Tour, is no longer economically feasible.

b. Effect of Termination. Should either Party terminate this Agreement as a result of a Termination Event set forth in Section 18a above, then upon termination of this Agreement Host City's Host City Benefits shall terminate and Host City shall cease using the Tour Marks. In addition, should such termination result from a termination notice given by Host City to TOU from occurrence of a Termination Event of the type set forth in Sections 18a(1) or (2) above, TOU shall repay to Host City all amounts actually expended by Host City in performing its obligations hereunder; provided, however that in no event shall TOU be liable for amounts in excess of Ten Thousand Dollars and no/100 (\$10,000) in the aggregate for any particular Tour year. Should termination result from a termination notice given by TOU to Host City from occurrence of a Termination Event of the type set forth in Sections 18a(1) or (2) above, Host City shall repay to TOU all amounts expended by TOU in licensing to Host City the right to host the Host City Stage,

to provide the Host City Benefits, and to relocate the site for the Host City Stage; provided, however that in no event shall Host City be liable to TOU for amounts in excess of Ten Thousand Dollars and no/100 (\$10,000).

19. Independent Contractors. TOU and Host City are independent contractors with respect to each other and nothing herein shall be deemed or construed to create any partnership, joint venture or agency relationship between them. Host City is simply serving as Host City to the Host City Stage of the Tour under the license of rights granted herein and is agreeing herein to provide certain services and to undertake certain obligations in order to acquire certain marketing rights and benefits. Neither Party shall have any authority to contract for or bind the other Party in any manner and neither Party shall represent itself as the agent of the other.

20. Insurance.

a. **TOU Provided Insurance.** Throughout the Term of this Agreement (including any extensions thereof), TOU shall provide and maintain, at its expense, the following insurance policies which shall protect the TOU Parties on a primary basis from any and all Claims arising out of, in connection with or with respect to the staging of the Tour and the obligations of TOU pursuant to this Agreement:

(1) Event Liability insurance (inclusive of commercial general liability) with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate;

(2) Auto Liability & Physical Damage insurance covering Claims arising out of the use, operation or maintenance of any vehicle (whether owned, non-owned, leased, hired or borrowed) by TOU, with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage

(3) Workers' Compensation insurance covering TOU's employees with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$500,000 each accident, \$500,000 disease-each employee and \$500,000 disease-policy limit;

(4) Umbrella and/or Excess Liability insurance with limits not less than \$5,000,000 each occurrence shall apply in excess of and on a following form basis to the primary Commercial General Liability, Automobile Liability and Employer's Liability policies; and

(5) Any other insurance necessary and appropriate for the staging of the Tour as determined by TOU.

All such insurance to be maintained by TOU shall be (1) primary with respect to Claims arising out of the TOU's staging of the Tour and the obligations of TOU pursuant to this Agreement; and (2) shall be written by insurance companies with ratings of "A" or better in the latest edition of the A.M. Best key rating guide. TOU shall not allow coverage to be materially changed, reduced or cancelled unless thirty (30) days prior written notice thereof is furnished by TOU to Host City.

The policies described in Sections 20a(1), (2) and (4) above shall be endorsed to name Host City as an Additional Insured with respect to the negligent acts or omissions of TOU.

At least 15 days prior to the first day of the Tour, TOU shall provide Host City with a certificate of insurance certifying that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

b. TOU Optional Insurance. TOU may, but shall not be obligated to, secure Event Cancellation insurance providing reimbursement of insured losses if the Tour does not take place, in whole or in part, due to any Act of God or other event beyond the control of the TOU and those other circumstances set forth in Sections 21 and 22 of this Agreement. Covered perils may include adverse weather conditions; natural disasters; outbreak of disease; damage to or loss of venue; unavoidable transportation delays; non-appearance of key participants due to death, injury or illness; situations which pose significant danger to the public or Tour participants; and other causes beyond TOU's control which are not specifically excluded under the policy. Notable exclusions will include war, civil commotion, riot, martial law, seizure, radioactive/ nuclear contamination, poor event planning and management, fraud, misrepresentation or concealment. All event cancellation proceeds shall constitute the property of TOU.

c. Host City Provided Insurance. Throughout the Term of this Agreement (including any extensions thereof), Host City shall provide and maintain, at its expense, the following insurance policies (or in the event Host City is self-insured, a program of insurance), which shall protect Host City, TOU, Medalist and the TOU Parties on a primary basis from any and all Claims arising out of or in connection with Host City's activities, operations, representations and warranties, rights, obligations and duties pursuant to this Agreement:

(1) General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, products-completed operations, personal and advertising injury, premises damage, legal liability, liquor liability (if applicable), property damage and bodily injury liability (including death);

(2) Auto Liability & Physical Damage insurance covering Claims arising out of the use, operation or maintenance of any vehicle (whether owned, non-owned, leased, hired or borrowed) by Host City, with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage;

(3) Workers' Compensation insurance covering Host City's employees with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$500,000 each accident, \$500,000 disease-each employee and \$500,000 disease-policy limit;

(4) Umbrella and/or Excess Liability insurance with limits not less than \$3,000,000 each occurrence shall apply in excess of and on a following form basis to the primary Commercial General Liability, Automobile Liability and Employer's Liability policies;

(5) Any other insurance necessary and appropriate for covering Host City's activities, operations, representations and warranties, rights, obligations and duties pursuant to this Agreement.

All such insurance to be maintained by Host City shall be (1) primary to and non-contributory with any insurance maintained by TOU and the TOU Parties; and (2) shall be written by insurance companies with ratings of "A" or better in the latest edition of the A.M. Best key rating guide. Host City shall not allow coverage to be materially changed, reduced or cancelled unless thirty (30) days prior written notice thereof is furnished by Host City to TOU.

The policies described in Sections 20c(1), (2), (3) and (4) above shall be endorsed to name TOU and the TOU Indemnified Parties (as defined in Section 17b of this Agreement) as Additional Insureds with respect to the negligent acts or omissions of Host City and shall include a waiver of subrogation in favor of the Additional Insureds.

At least 15 days prior to the first day of the Tour, Host City shall provide TOU with a certificate of insurance certifying that the appropriate insurance is in place and that the policies have been properly endorsed to meet the insurance requirements as set forth above.

21. Force Majeure. In the event that the Tour does not take place or is rescheduled, in whole or in part, due to any Act of God or other event not reasonably foreseeable by the Parties or beyond the control of the Parties which is generally considered an event of force majeure ("Force Majeure"), including without limitation, weather, fire, flood, earthquake, act of public enemy or terrorism, strike or labor dispute, governmental action or directive or local, regional or national day of mourning, whether such event of Force Majeure has occurred in a community through which the Tour course shall run or not, then TOU may discontinue provision of the Host City Benefits to and for the benefit of Host City and Host City need not continue to perform those Host City Obligations which remain unperformed as of the date of cancellation or postponement. TOU shall determine whether the Tour is to be cancelled in whole or in part or postponed due to a Force Majeure event. Should the Tour be cancelled in whole or in part due to an event of Force Majeure, TOU shall have no further obligation, financial or otherwise, to Host City and Host City shall have no further obligation to TOU in connection with the Tour. In the event that the Tour is postponed in whole or in part due to an event of Force Majeure and TOU intends to reschedule the Tour, TOU and Host City shall discuss in good faith the terms under which such rescheduling should occur. In the event of such cancellation or postponement due to a Force Majeure event, the obligations of TOU and the rights of Host City shall be as specifically set forth in this Section 21 as the sole and exclusive remedy by virtue of such cancellation or postponement.

22. Cancellation or Postponement of Tour for Reason Other than Force Majeure. TOU shall have the sole and unfettered right to cancel or postpone the Tour or the Host City Stage. In such event, Host City acknowledges and agrees that TOU shall have no financial responsibility to Host City as a consequence of such cancellation or postponement. Upon providing notice of cancellation or postponement, TOU shall have no further obligation to provide Host City with any of the Host City Benefits as set forth in this Agreement.

23. Arbitration. The Parties agree that any dispute between them arising out of, based upon, or relating to this Agreement, shall be resolved exclusively by arbitration conducted in accordance with the Commercial Rules then in effect of the American Arbitration Association. Such arbitration shall be held in Salt Lake City, Utah. Judgment upon the award rendered shall be final and non-appealable and may be entered in a court having jurisdiction. Each Party shall bear its own expenses arising out of any such proceeding, except that the fees and costs of any arbitrator(s) shall be borne equally by the Parties. Notwithstanding the obligations set forth in this section, TOU shall be permitted to seek equitable relief to prevent the unauthorized uses of the Tour Marks and to enforce specific performance as set forth in Section 25.

24. Liability of City. City acknowledges and agrees that it shall be responsible for each and every obligation under this Agreement and, therefore, that any liability for breach of any obligation of Host City hereunder shall constitute an obligation of City hereunder.

25. Specific Performance. The duties, obligations and responsibilities of the Parties under this Agreement are unique, and, therefore, the Parties agree that monetary damages will not be an adequate remedy for breach of this Agreement. The Parties acknowledge and agree that, in the event of a breach by Host City, TOU will suffer irreparable harm. Therefore, TOU shall be entitled to the remedy of specific performance, which shall not be the exclusive remedy for any violation or breach of this Agreement.

26. General.

a. **Assignment.** Host City may not assign any rights or obligations under this Agreement or this Agreement itself, in whole or in part, without the prior express written consent of TOU. Notwithstanding the foregoing, TOU may retain the services of subcontractors to discharge certain obligations under this Agreement.

b. **Notices.** Except as expressly provided to the contrary herein, any notice, consent, report, document or other item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished and received when given in writing and personally delivered to and received by an officer or designated employee of the applicable Party, seventy-two (72) hours after the same is deposited in the United States mail, postage prepaid, registered or certified first class mail, return receipt requested, addressed as set forth below, or to such other address as either of the Parties shall advise the other in writing as set forth in this section 26b.

If to Host:

Cedar City Corporation
10 North Main Street
Cedar City, Utah 84720
Attn: Mayor Maile Wilson

With a Copy To:

Cedar City Events Coordinator
10 North Main Street
Cedar City, Utah 84720
Attn: Bryan Dangerfield

If to TOU:

Tour of Utah Pro Cycling Race
301 W. South Temple
Salt Lake City, UT 84101
Attn: Jenn Andrs, Executive Director

With a Copy to:

Sam Harkness
General Counsel
301 West South Temple
Salt Lake City, Utah 84101

c. Entire Agreement; Modifications. This Agreement constitutes the entire agreement of the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be modified, amended or supplemented or otherwise changed, except by a written document executed by an authorized representative of each of the Parties hereto.

d. No Waiver of Rights and Breaches. No failure or delay of any Party in the exercise of any right given to such Party hereunder shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. The waiver by a Party of any default of the other Party hereunder shall not be deemed to be a waiver of any such subsequent default or other default of the Party. Any such waiver must be in writing, signed by the Party to be charged with the waiver.

e. Captions. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

f. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and authorized assigns.

g. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Utah and for all purposes governed by and construed in accordance with the laws of the State of Utah without regard to conflict of laws principles.

h. Construction of Agreement. Each Party acknowledges that it has participated in the negotiation of this Agreement and that no provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or other governmental or judicial authority by reason of such Party having or deemed to have structured, dictated or drafted such provision.

i. Relationship of Parties. This Agreement shall neither be deemed nor construed to create a joint venture or partnership between TOU and Host City, nor shall this Agreement be deemed or construed as making either Party the agent or representative of the other Party. Neither Party shall have the authority to bind the other Party in any respect.

j. Survival. Those covenants, acknowledgments, representations, agreements and obligations contained in Sections 9a(4), 9a(5), 9a(6)(g), 13-17, 18b, and 20-26 of this Agreement, along with any other provisions which by their nature or language would survive, shall survive the expiration and/or termination of this Agreement.

k. Compliance with Law, Rules and Regulations. The Parties agree to comply with all federal, state and local laws, ordinances, orders, rules and regulations applicable to the performance of their respective obligations under this Agreement, both now existing and as such may hereinafter be adopted.

l. Time of Essence. The Parties agree that time is of the essence in performing obligations under this Agreement.

m. Exhibits. The documents attached hereto as exhibits are incorporated by reference herein and made a part of this Agreement as if fully set forth herein.

n. Severability. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of such provisions being inserted conditionally upon their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

o. Exclusive Jurisdiction. The Parties agree that, subject to the provisions of Section 23, venue of any judicial action in connection with this Agreement shall lie exclusively in the state or federal courts located in Salt Lake City, Utah. Host City accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Host City further agrees that it irrevocably waives any objection it may now have or hereafter have as to the jurisdiction or venue of any such suit, action or proceeding brought in such court or that such court is an

inconvenient forum. Host City acknowledges that it possesses the requisite minimum contacts with the State of Utah sufficient to establish jurisdiction over Host City in state and federal courts in Utah.

p. Further Assurances. The Parties agree to execute and deliver, or cause to be executed and delivered, such instruments and documents as either Party may reasonably request or require to carry out more effectively the purpose and intent of this Agreement.

q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

r. No Third Party Beneficiaries. It is expressly understood that there are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on their respective behalf, all as of the day and year first above written.

TOU:

Utah Cycling Partnership, Inc.

By: _____

Name: _____

Title: _____

HOST CITY:

Cedar City Corporation

By: _____

Name: _____

Title: _____

EXHIBITS

- A Host City 2016 Requirements**
- B Tour Marks**
- C Host City Marks**

EXHIBIT A

HOST REQUIREMENTS – CEDAR CITY

To follow is an overview of the requirements to host the
Overall Start Headquarters and Stage 1 Finish:

CITY SERVICES

POLICE SERVICES

Local (City and/or County) police services and related costs are the responsibility of the host venue. In coordination with Utah Highway Patrol, Utah Department of Transportation, as well as the Tour's motor and road marshals and in conjunction with the LOC volunteer program, local police provide for a safe road closure, which may include fixed-post positions, traffic control, crowd control, enforcing no-parking zones and maintaining general public safety.

PUBLIC WORKS AND ROAD SERVICES

Local Public Works and Road Services and costs are the responsibility of the host venue. These services are necessary to support police efforts to ensure road closure and safety of the course. These services include:

- Detour and detour equipment barricades
- Cones
- Printing/posting of No Parking signs
- Access to water (i.e. Fire hydrant, water truck)
- Pre-marking of ground utilities (i.e. water, electric, gas and telephone), if in a park setting
- Trash removal/restoration and street repair
- Cities are responsible for barricading within the Finish footprint, as well as along the course (within agreed upon parameters and city agency jurisdiction)
- If there are elements such as road knobs, curbs, speed-bumps, etc., that impact the route or athlete safety, the host venue must cover the cost to have these temporarily removed and replaced.

PERMIT SERVICES

All fees associated with city and county permits and permit requirements for the operation of the event are to be procured by the host venue on behalf of the Tour. They include, but are not limited to:

- Parking - both on and off street
- Road closures and use of roads for setup and racing (includes permits for construction of staging, tents, wiring/electrical, portable generators, power equipment, and fork lift)
- Special and Ancillary Events - pre-event and race day
- Banners/Signs -hanging and display of pre-event, race day ads, and sponsor banners.
- Concession Sales - on-site concession stands and individual peddlers serving the spectators.

****Please list any special permitting/restrictions that the Tour should be aware of, including Alcohol, Signage and Sound Amplification. This may affect the options for FINISH LINE placement.***

EMT/EMS SERVICES

It is the responsibility of the host venue to provide EMT/EMS services for the general public the day of their Stage. Please note that the Tour provides medical services for the athletes, team support and staff personnel. The placement of EMT/EMS services will be decided by the Tour staff.

RESIDENT/BUSINESS NOTIFICATIONS

Host venues are responsible for notifying local residents and businesses of the impact of the Tour including road closures, traffic advisories etc. within their city limits. Direct mailers, door-to-door and community meetings are typical methods for LOCs to execute this outreach.

PORTABLE TOILETS

Host cities will secure port-o-let services or public restrooms for their Stage. The number of units and placement of the units will be mutually agreed upon by the host venue and the Production Director. Portable toilets are to be guaranteed to arrive the day PRIOR to the finish for the tent and graveyard crews.

WASTE MANAGEMENT

Host cities will provide waste management/trash removal services and recycling during and at the conclusion of the event. Necessary supplies and services include: trash containers, roll off containers, dumpsters, recycling containers and the crews to remove full containers of liners and replace them with fresh liners. Also needed are crews to restore the venue to its original beauty, meaning removal of trash from streets, parking lots, parking garages, curbs, city property, county property and federal property. Street sweeping is recommended the day before the event and the evening after tear down.

RECYCLING PROGRAM

The Tour of Utah is committed to being a green event. As such, host cities should provide sufficient means of recycling for all areas of the event. Clearly marked recycling bins should be placed at every trash receptacle to encourage attendees to recycle. Host Cities should provide dumpsters for recyclables only and inform Tour staff of the location of these dumpsters to ensure proper disposal of recyclables. These dumpsters must be provided within the entire footprint (i.e. hospitality, finish area, Expo, etc.)

EXPO

The Host City is required to support the Tour with the Expo by assisting with the following:

- Allocation of a suitable area for the Expo
- Handle all Expo permits and associated fees
- Electricity (The Tour also travels with generators)
- Waste management
- Parking for all vendors

HOSPITALITY

The Host City is required to support the Tour with the VIP/Hospitality area by assisting with the following:

- Allocation of a suitable area for the Hospitality tent that can accommodate 300 to 800 guests and provides the best overall view of the finish line
- Access to a potable water connection within 150 ft of the Hospitality tent
- Access to secure wireless internet with 3 meg download speed
- Provide electricity (the Tour also travels with generators)
- Provide waste management coordination including receptacles, liners, liner replacement, dumpsters grey water collection, and staff/volunteer 'Green Team' during/after to restore the venue to its original beauty
- Volunteers to assist Tour staff for set up, breakdown, and during the event

- Upon hospitality tent closure, host city is responsible for the clean up and removal of all trash, recyclables and grey water through a contracted trash removal

HOTEL ACCOMMODATIONS

Please note that a “single” room is a room with one bed, for one person or to be shared by two people; a “double” is a room with two beds, to be shared by two people. Based on the roles they play with the race, individuals are placed into Housing Groups. These Housing Groups are divided into three different Travel Patterns: Entourage, Start Advance and Finish Advance.

CEDAR CITY RESPONSIBILITY: JULY 25 TO AUGUST 2

- 520 room nights (approximately 279 single/241 double rooms)
- Parking Expenses
- Free In-room Internet

ROOM NEEDS:

The race will require an **estimated 1,185 room nights in addition** to the room nights provided by the Host City. The Host City must secure the rooms at a rate not to exceed \$80, all-inclusive (including local and state taxes and fees) and 1 per 30 comp policy for rooms purchased. Free parking and Internet should be included.

The **estimated TOTAL** pre-race room nights and arrival patterns are outlined below. This is an estimate only based on race history and is not to be interpreted as a specific commitment. The room night figure is cumulative and the race is not to be obligated to the projected nightly arrival pattern and is to be obligated only to the actual number of room nights consumed. The Host City is responsible for 520 room nights (included in numbers below), regardless of which nights they are consumed.

Below are the estimated rooms that will be used in total:

- 7 days out – Monday, 7/25/2016 – 20 rooms
- 6 days out – Tuesday, 7/26/2016 – 40 rooms
- 5 days out – Wednesday, 7/27/2016 – 60 rooms
- 4 days out – Thursday, 7/28/2016 – 60 rooms
- 3 days out – Friday, 7/29/2016 – 230 rooms
- 2 days out – Saturday, 7/30/2016 – 430 rooms
- 1 day out – Sunday, 7/31/2016 – 520 rooms
- Day 1 - Monday, 8/1/2016- 345 rooms

HOTEL REQUIREMENTS:

- Best effort to secure rooms in no more than three hotel properties
- The Tour will work with LOC to select properties for each functional area
- Hotels must be a minimum of a 3-star hotel property
- Hotels must be within close proximity to the finish line
- Hotels must be located in close proximity to each other
- Hotels must be full-service properties with banquet facilities
- Individuals and Teams will be responsible for their own incidental charges; Hotels shall not require credit card pre-authorizations in excess of \$50 per person and \$100 per team.
- Please refer to the Parking Requirements section for an outline of parking spaces needed at hotels.

SITE VISIT/LOC MEETING ROOMS:

The LOC is financially responsible for providing the Tour with (60) hotel room nights to be used anytime from November 1, 2015 to November 1, 2016.

** The Tour will make a concerted effort to explore all opportunities to reduce overall rooming needs based on final headcount. If any reductions are found, the Tour will work with the LOC and respective lodging partner to reconfigure room blocks. Hotel properties must be approved by the Tour of Utah before booking.*

MEALS

TEAM DINNER

The LOC is financially obligated to provide one (1) organized dinner for athletes and team support personnel only (approximately 330 people) the night of Sunday, July 31, based upon the menu specifications provided by the Tour Operations Director. The dinner should be located at the Team Hotel(s), and the space must be large enough to accommodate thirty-five (35) rounds of ten (10) people each.

TEAM BREAKFAST

The LOC is financially obligated to provide one (1) organized breakfast for athletes and team support personnel only (approximately 330 people) the morning of Monday, August 1. The breakfast should be located at the Team Hotel(s), and the space must be large enough to accommodate thirty-five (35) rounds of ten (10) people each.

MEDIA MEAL

The LOC is financially obligated to provide a lunch the day of the Stage Finish for approximately 30 working media. The lunch, which can be the same as the Volunteer Lunch, should be provided in "to go" containers and delivered to the designated media workroom 2 hours prior to the race finish. Water and soft drinks should be provided as well.

FINISH CREW BREAKFAST

The Host City is financially obligated to provide breakfast the day of the stage finish for the finish line construction crew and finish advance staff (approximately 30 people). Breakfast should be served at the Finish Line no later than 6:30 AM.

AUXILIARY SPACES, EQUIPMENT, and SERVICES

RACE OFFICE/STAFF PROCESSING SPACE

- Needed 7 days in advance of race through race day
- Requires approximately 2,000 square feet located in or near the Headquarters Hotel and must be a secure space
- One (1) high-speed copier with ability to collate and staple. Copier should come with agreement that includes on-site maintenance if necessary.
- Must have power and wireless Internet access

MEDICAL OFFICE

- 2 days in advance of race through race day
- Suite (with separate living and bedroom) or meeting room at the Team Hotel with a nearby bathroom

BUILD CREW SIGNAGE ROOM

- 7 days in advance of race through race day
- An indoor location, approximately 1500 square feet, on the GROUND FLOOR, with easy access from the street to unload, inventory and sort all signage. Location is preferably at the hotel of the start/finish crew.

BULK BEVERAGE STAGING AREA

- Located in the Headquarters Hotel, storage space to accommodate 6-8 pallets of beverage product (water, soda, isotonic, alcoholic) with easy access to loading dock or street.
- Space can be combined with Storage Space for Deliveries (listed below).

ALL-STAFF MEETING SPACE

- Night before Race Day
- Require approximately 3,000 square feet (can be the same room as the kick-off press conference) with theatre-style seating for 300 people
- Audio visual equipment must be provided, to include minimum- sound (one wireless hand-held microphone, house sound/speakers), Internet, LCD projector, and screen

TEAM MEALS ROOM

- 3 days in advance of race through morning of second race day
- Ballroom or meeting room at the team hotel(s), approximately 4,500 square feet, to accommodate a total of 35 rounds of 10

TEAM MASSAGE LINENS

Each Team is to receive a bundle of linens for massages upon hotel check in. Each bundle should include: 8 Bath Towels, 8 Flat Sheets, and 12 Hand Towels. Bundles must be swapped for clean bundles upon request. LOC is responsible for any costs associated with Team Massage Linens.

ICE FOR TEAMS

Ice for teams to fill their coolers is required at Team Housing 3 days in advance of race through second race day.

AD-HOC MEETING SPACE

- 4 days in advance of race through race day
- Requires approximately 1,000 square feet at the Headquarters Hotel with classroom seating for 70 people and a podium. This room is for the event manager's meetings

ADDITIONAL MEETING SPACE – THREE ROOMS

- 1 day in advance of race through race day
- Three meeting rooms requiring approximately 1,500 square feet, allowing for classroom or theatre seating for 70 people in each. These rooms are used for the multiple functional group and race officials' meetings

STORAGE SPACE FOR DELIVERIES

- 14 days in advance of race through race day
- Requires approximately 2,000 square feet at the Headquarters Hotel with a loading dock that can accommodate all team bicycles and event deliveries; Area needs to be locked and secured
- Space should be staffed to receive and log deliveries
- LOC is responsible for any costs associated with handling deliveries and storage

PRODUCTION CREW LOAD LOT

- Available 4 days in advance of race day
- Lot approximately 8,000 square feet for the Tour equipment drop off at one of the following locations (listed in order of preference): the start/finish crew hotel, finish line, or Headquarters Hotel.
- Lot should have a 20 yard dumpster and restroom
- The Host City is financially responsible for providing hired, overnight security for this area (typical 10-12 hour shifts).

MEDIA OFFICE (Headquarters Hotel or approved location near finish line)

- Needed 3 days in advance of race through race day
- Must be an enclosed space
- Approximately 1,000-1,500 square feet recommended
- Fifty (50) chairs; Fifteen (15) 6' tables (classroom setup; layout will be provided in advance)
- Three (3) 6' skirted tables for water service and information display
- Electrical supply needed with multiple 110V outlets and (12-15) power strips.
- One (1) high-speed copier in space provided, or in close proximity, with ability to collate and staple. Copier should come with sufficient toner and a contact to provide on-site maintenance, if necessary. The Tour will provide the paper.
- Provide a dedicated wireless network with enough bandwidth capabilities to accommodate 50 working media. A 10 Meg line (upload/download) is preferred.
- Sufficient trash and recycling cans

MEDIA WORK ROOM (Race Day)

- Should be the same as Media Office (listed above) if the space is approved during on site inspection
- Must be in close proximity to the finish line area (recommended to be no more than two blocks from finish line)
- If space is different than the pre-race Media Office, it would require approximately 1,500 square feet that can be secured from general public, with suitable 110V outlets, power strips, wi-fi, and tables/chairs.
- Needs to be operational from approximately noon to 7:00 PM (*times may vary depending on time of stage start*)
- Water should be provided; soft drinks and snacks are recommended

PRESS CONFERENCE AREA (Race Day)

- Requires approximately 600-1,000 square feet; minimum. It is recommended that this area is a portion of the media workroom space. A site inspection by Tour staff will be needed to confirm if multi-function space is appropriate.
- 20-30 chairs arranged theatre style
- Two (2) 6-foot skirted tables for dais
- Four (4) 110V outlets with power strips, if space is separate from Media Work Room
- Sound system with two microphones is recommended. A site inspection by Tour staff to confirm if microphones are needed
- Wireless Internet access

ROLL-OUT PRESS CONFERENCE (1-2 days in advance of race)

The LOC is responsible for all logistical (set-up) costs for the opening press conference to introduce top athletes and event organizers to media. Race organizers must approve the location of the event.

Requirements:

- 1,500-2,000 square feet by space
- 80 chairs in a theatre-style set up
- Four (4) 8-foot skirted tables for dais
- Podium
- 12-18 inch riser for dais (recommended and can be confirmed with site inspection)
- 6-8 -patch media-box (mult-box) in back of room for radio/TV to capture sound output
- Four-Six (4-6) microphones for dais, plus additional two (2) wireless microphones for podium and media Q&A
- Sound system that should either be used with internal house sound or external system that provides two speakers
- One (1) video projector (rear projection preferred) with audio capability
- Technical assistance for A/V system
- Wireless network; a 10 Meg line (upload/download) is preferred.
- Dedicated T1 line or similar for live web cast, if possible.
- Six (6) 110V outlets
- Security at main entrance to room
- Parking for media (free of charge)
- Stage Lighting (if necessary)

TV COMPOUND SPACE AND INTERNET CONNECTIVITY REQUIREMENTS: INTERNET and PHONE HARD LINES

Requires approximately 4,000 square feet with close proximity to the finish line (as early as Friday evening before the race). Requires hard connections within 200 feet of the TV Compound (to be mutually determined).

- 2 separate hard line drops to the Production Compound or single hard line drop with the total capacity of 2 drops (WIFI connectivity cannot be used)
- 25 Mbps Up/40 Mbps Down Minimum (more available speed the better) on each line
- If a dual hardline drop is not possible with these required speeds, you can deliver 1 singular drop totaling the required speeds
- Provide 5 Static IP address per drop (our routers will provide local DHCP access) or Unlimited DHCP addresses if DHCP is provided
- Open Ports
- Local provider should provide modems, switch, and/or CAT 5e/6 cables for use with our Wi-Fi routers. Please provide sufficient cabling to the Production Compound main transmission truck
- Technical contact should be available for the duration of the race
- Drop(s) should be available no later than 7:00am (day before) and will be deactivated by approximately 6:30pm on race day (depending on race and TV deliverable schedule)
- All equipment provided by the LOC and/or provider will need to be picked up by the technician or LOC representative upon agreed deactivation time.
- Will also need the (5) phone lines [different phone #'s], cannot be VOIP. **Please provide phone numbers once confirmed.**

COMMISSAIRES MEETING ROOM

- Small conference room, close to the FINISH LINE, for approximately 8-10 people.

Must have access 1 hour prior to the Finish and 2 hours following the Finish of the race.

PARKING REQUIREMENTS

TEAM PARKING AND MECHANICS WORK AREA (TEAM HOTELS)- Needed 7 days in advance of race through the morning after race day. Requires a sizable portion of the Team Hotel(s) parking lot(s)- equivalent of 10-15 contiguous parking spaces per Team (250-300 spaces)- with DEDICATED overnight security. Each team travels with a combination of vehicles such as a motor coach, trailer, and support vehicles, and additional space is needed for mechanics to work on bikes. Must have access to water- 75-150 gallons of non-potable water per team, and power- one 20-amp plug-in per team. Three 30-amp plug-ins may be requested. Each team should have a hose connection available to them within 50' and access to an electrical outlet within 50'. Minimum 14' clearance is required.

TEAM PARKING (FINISH LINE)- Requires a sizable surface lot (approximately 150 parking spaces) in close proximity to the finish line, to accommodate team vehicles. Each team travels with a motor coach, trailer and two support vehicles.

VIP PARKING- Requires parking located adjacent to the finish area for approximately 200 vehicles for VIPs and sponsors. If a parking area must be secured outside of the venue, shuttle transport should be provided.

EVENT/EXPO PARKING- Requires surface lot parking within close proximity of the finish area for approximately 70 normal/oversized vehicles for event and Expo vendors. If a parking area must be secured outside of the venue, shuttle transport should be provided.

MEDIA PARKING- Parking for 35 local and visiting working media within close proximity of the media workroom/press conference.

STAFF PARKING- Requires parking for approximately 100 vehicles adjacent to the finish line location. If a parking area must be secured outside of the venue, shuttle transport should be provided.

CREW PARKING- Surface parking must be secured for the construction crew vehicles (24' box trucks) at the finish location. If a parking area must be secured outside of the venue, shuttle transport should be provided.

SPECTATOR PARKING

Parking should be identified and made available for spectators. LOC is responsible for providing signage/volunteers to direct spectators to designated parking areas.

*Please note: On-street parking may also be made available for any group, but barricades and volunteers will need to be available to control the access points. These streets must be closed during the event.

OVERNIGHT SECURITY

The Host City is financially obligated to provide dedicated, on-site, overnight Security to watch over equipment and crews. Overnight security personnel is required for the following locations:

- Team Parking and Mechanics Work Area at Team Hotel(s)
 - The Host City is financially obligated to provide dedicated, on-site, overnight Security at the Team HQ Hotel(s) to monitor the team parking area. Security should cover the hours between 7:00 pm and 7:00 am. Security should be provided from Friday, July 29 through the morning of Tuesday, August 2.
- Production Crew Load Lot
 - The Host City is financially obligated to provide dedicated, on-site, overnight Security at the Load Lot to monitor the equipment/trucks. Security should cover the hours between approximately 7:00 pm and 7:00 am. Security should be provided from Thursday, July 28 through the morning of Monday, August 1.
- Finish Line (includes Expo, TV Compound, etc.)
 - The Host City is financially obligated to provide dedicated, on-site, overnight Security at the TV Compound to monitor the equipment/trucks. Security should cover the hours between approximately 7:00 pm and 7:00 am. Security should be provided from Friday, July 29 through the morning of Monday, August 1.

VOLUNTEER PROGRAM

The host city LOC is responsible for recruiting and organizing local volunteers. Volunteer support is critical to the success of the LOC in fulfilling their TOU obligations. Each host city will have different volunteer requirements based on the course route and footprint. The average number of volunteers required for a finish city range between 100 and 250.

AWARDS CEREMONY

The LOC has the opportunity to allocate one (1) welcome speaker (i.e. Mayor or other local city official) and three (3) awards presenters for the official awards ceremony (1st, 2nd and 3rd).

The LOC will provide ten (10) floral bouquets to be used in the awards ceremony.

In addition, the LOC/host city can provide a unique gift to the stage winner.

**Additional details, timelines, and forms regarding the awards ceremony will be provided during the planning process.*

Exhibit B
Tour Marks



Larry H. Miller
**TOUR OF
UTAH**

Exhibit C
Host City Marks
To Be Inserted

